

referred to in our XIIth Report has been proven to be thicker as the front portion has been removed. It averages about 20' in thickness now, 40' and more in exposed width, and over 300' in length; when this has been removed, a similar great concentric mass underlies it. The great advantage in this granite lies in its remarkably homogeneous texture. A slab 20' in length, or even more, may be riven from a much larger block by the "feather and plug" system, none of the holes being over 3" or 4" deep, and the river surface will be almost a perfect plane. Raymond Granite Co., owner; D. L. Knowles, of Raymond, superintendent.

NEVADA COUNTY

Pine Grove Quarry—It is $\frac{1}{2}$ mile E of Nevada City, and comprises $2\frac{1}{2}$ acres. It consists of the working of large boulders of a fine-grained, hard granite, suitable for curbing, steps, bases to monuments, etc. One hand-derrick with 40' boom is used. The output last year was 1,000' of curbing. Two cutters are employed, E. D. Bridges, of Nevada City, owner.

PLACER COUNTY

A large area of granite rock ("grano-diorite" of W. Lindgren, of the U. S. G. S.) between Auburn and Roseville stretches northward, more or less disconnected, approximately to Bear River. It is extensively quarried about Rocklin, Loomis, Penryn, and Lincoln, and is used for general building purposes, and occurs in large masses, separated by that which is partially disintegrated. About Rocklin and Lincoln it is uniformly very light colored, and shows too little contrast between polished and rough surface. As the eastern boundry of the region is approached it becomes darker. It is said to resist great crushing force.

Borghese & Silvino's Quarry—It is 2 miles NE of Lincoln. Street-curbing is worked from an outcrop or boulder. Three men are employed. C. Borghese of Lincoln, manager.

Brady's Quarry—See our XIIth Report, p. 384. It is near Rocklin. Idle. — Brady of Rocklin, owner.

Burlin & Temble Quarry—It is a small quarry, $2\frac{1}{2}$ miles NE of Lincoln. It employs 3 quarrymen, 3 stonecutters, and 2 hand-power derricks. William Burlin of Lincoln, manager.

Burns (Burns & Coffey) Quarry—See our XIIth Report, p. 384. It is a small quarry, 3 miles SE of Lincoln. Two steam-power derricks are used, and 3 quarrymen and 2 stonecutters are employed. M. Burns of Lincoln, superintendent.

Calderwood's Quarry—See our XIIth Report, p. 385. It is a small quarry, $1\frac{1}{2}$ miles E of Lincoln. Idle. — Calderwood, of Lincoln, owner.

Carlaw Bros.' Quarry—It is $1\frac{1}{4}$ miles E of Loomis, in Sec. 10, T. 11 N., R. 7 E., at about 375' elevation. There are 17 acres in the property, on which is a vast quantity of light gray granite rock, used principally in building and cemetery work. One steam-power derrick is used. The rock is hauled to Loomis in the rough, at a cost of \$7 per car, and shipped to Sacramento, where the cutting is done. Six men are employed at the quarry. A. W. Turner, of Loomis, superintendent.

Copp's (Copp & Waters) Quarry—See our XIIth Report, p. 385. It is $\frac{1}{2}$ mile SE of Rocklin, in the NE $\frac{1}{4}$ Sec. 29, T. 11 N., R. 7 E., at about 240' elevation. The open cut is about 100'x200' and 80' deep. Four steam-power derricks are used. The stone quarried is largely used for vaults, foundations, monuments, and buildings; 10 quarrymen, 5

stone-cutters, and 3 laborers are employed. R. H. Copp, of Rocklin, owner.

Dunn's Quarry—It is in Rocklin, on leased ground, in Sec. 29, T. 11 N., R. 7 E. Two horse-power derricks are used. Three men are employed, cutting curbing. D. Dunn of Rocklin, manager.

Eureka Quarry—See our XIIth Report, p. 386. It is in Rocklin, in the NW $\frac{1}{4}$ Sec. 29, T. 11 N., R. 7 E. The open cut is 75'x200' and 70' deep. Three steam-power derricks are used, and 6 quarrymen and 6 stonecutters are employed. J. P. Allen of Rocklin, manager.

Fletcher's, L., Quarry—It is a small quarry on Granite Street in Rocklin, and worked intermittently. Nine men are employed when the quarry is operated. L. Fletcher of Rocklin, owner.

Griffith's Quarry and Polishing Works—See our XIIth Report, p. 385. They are $\frac{1}{2}$ mile E of Penryn. Idle. D. Griffith, of Penryn, manager.

Grimes' Quarry—It is a small quarry, 2 miles E of Lincoln. Four men are employed, getting out curbing. Amos Grimes of Lincoln, owner.

Hoyt's Quarry—It is in the eastern part of Rocklin, in SE $\frac{1}{4}$ Sec. 29, T. 11 N., R. 7 E., at 265' elevation. Four men are employed, getting out curbing. Howard Hoyt of Rocklin, owner.

Hytimen & Wickman's Quarry—It is $\frac{3}{4}$ of a mile S of Rocklin, on leased land, in the NE $\frac{1}{4}$ Sec. 29, T. 11 N., R. 7 E. The open cut is 100'x150' and 60' deep; one steam-power and two horse-power derricks are used. Four men are employed, getting out curbing. Hytimen & Wickman, of Rocklin, managers.

J. N. L. (Jeter) Quarry—It is 2 miles E of Lincoln, at about 170' elevation. The open cut is about 40'x100' and 40' deep. Two horse-power derricks are used. The stone is used for cemetery and building purposes. There are 4 quarrymen and 8 stonecutters at work. T. H. Jeter of Lincoln, owner.

Jacobson's Quarry—It is a small quarry in Rocklin, 25'x50' and 30' deep. One derrick is used, and 5 men are employed. — Jacobson of Rocklin, manager.

Jeter Quarry—See J. N. L. Quarry.

Johnson's, M., Quarry—It is a small quarry at Rocklin, in the SE $\frac{1}{4}$ Sec. 19, T. 11 N., R. 7 E. One horse-power derrick is used, and 4 men are employed getting out curbing.

Kent Quarry—See our XIIth Report, p. 385. It is at Rocklin, and practically abandoned.

Loomis Quarry—It is $\frac{1}{2}$ mile S of Loomis, at 385' elevation. The open cut is 60'x150' and 65' deep. Two steam-power and two horse-power derricks are used. Five men are employed. M. J. Haley of Loomis, owner.

Mantyla's Quarry—It is at Rocklin, near the center of Sec. 19, T. 11 N., R. 7 E. The open cut is about 100'x200' and 40' deep. Two steam-power derricks are used. It is worked intermittently, and 5 quarrymen and 5 stonecutters are employed when running. John Mantyla, of Rocklin, manager.

McDonald's Quarry—It is a small quarry, $2\frac{1}{2}$ miles SE of Lincoln. Four quarrymen and 2 stonecutters are employed. C. J. McDonald of Lincoln, owner.

Quinn's Quarry—See our XIIth Report, p. 385. It is at Rocklin. The open quarry is 125' and 75' deep. Two steam-power derricks are used. Three quarrymen, 3 stonecutters, and 2 laborers are employed. Mrs. Mary Quinn, of Rocklin, owner; Quinn Bros., of Rocklin, managers.

Roberts & Fippins' Quarry and Stone Works—The works are at Penryn and the quarry is 1 mile SE of it. Gray

granitic rock is quarried from a large outcrop, and the workings do not extend below the general surface. It is darker than the Rocklin granite, and shows a marked contrast between polished and rough surface. The work consists of a 14 H. P. engine and boiler, a double lathe for turning columns, urns, vases, etc., and machinery for polishing both flat and curved surfaces, mouldings, etc. Three quarrymen, 3 stonecutters, and 3 millmen are employed. D. A. Roberts and A. B. Figgins of Penryn, owner.

Rocklin Granite Co.'s Quarry.—See our XIIth Report, p. 386. It is at Rocklin, on leased land, in the SW $\frac{1}{4}$ Sec. 20, T. 11 N., R. 7 E. The quarry is 150'x250' and about 100' deep. The equipment consists of five steam-power derricks, each of which is capable of hoisting blocks weighing 25 tons each, one traveling crane for handling stone in the sheds, one McDonald stone-cutting machine, one 40 H. P. engine and boiler. The "Krox blast" is used in the quarry. Ten quarrymen, 16 stonecutters, and five laborers are employed. E. M. Hall, Jr., of Oakland, secretary; J. L. Delano, of Rockland, president and manager.

SAN BERNARDINO COUNTY

Sherer Quarries.—They are two miles S of Oro Grande, at the side of the Southern California R. R. John Sherer of Victor, owner.

SAN DIEGO COUNTY

Waterman Quarry.—It is at Fosters, the present northern terminus of the Cuyamaca and Eastern R. R. It was opened in 1894 for the purpose of quarrying massive blocks of stone for the jetty near Point Loma, at the entrance to San Diego harbor. The contract having been completed, the quarry is now idle and machinery removed. W. S. Waterman of San Diego, owner.

SAN LOUIS OBISPO COUNTY

Lee's Quarry.—It is 4 miles NW from San Louis Obispo, at about 425' elevation. The rock is a hard, light gray porphyry, in which the feldspar is partially decomposed. The trimmings for the court-house at San Louis Obispo are said to have been taken from this quarry, and considerable rock from it has been used for railway culverts, bridges, etc. The rock is broken by joint planes, which makes it more or less difficult to get good dimension stone. It is worked by an open cut, 25'x75' and 25' deep. Idle. Chas. Lee of San Louis Obispo, owner.

Morro Rock Quarry.—It is near the base of Morro Rock, a conical shaped peak at the entrance of Morro Bay, and is about 600' altitude. The rock is a hard, light gray porphyry in which the feldspar is slightly decomposed. It breaks regularly, and good dimension stone may be easily obtained. It is quarried by contract, and loaded from the quarry on barges by a steam-power derrick. The principal part of the rock quarried is used in constructing a breakwater at Port Harford, and a limited quantity for buildings. The quarry is on a Government reservation.

SHASTA COUNTY

Masterton Bros.' Quarry.—It is on Brandy Creek, $1\frac{1}{2}$ miles S of Stella. The granite is coarse-grained, dark, and similar to the Lincoln granite, in Placer County. Only boulders are worked, into curbing and coping, the quality being hardly fine enough for monumental work. Pieces 2'x10'x10'

are produced. Four men are at work, 2 quarrymen and 2 stonecutters. Masterton Bros. of Redding, owners.

TRINITY COUNTY

Rush Creek Quarry.—See our XIIth Report, p. 387. This is situated on Rush Creek, 6 miles E of Waverville, and contains 40 acres. At present only boulders are worked. The granite is fine-grained, free from iron, and not very hard. Seven stonecutters are employed. Materton Bros. of Red Bluff, Tehama County, owners.

TULARE COUNTY

Griffith & Owens' Quarry.—See our XIIth Report, p. 387. It is $3\frac{1}{2}$ miles E of Exeter, on the S. P. R. R. and on the eastern base of Rocky Hill. Practically idle. Griffith & Owens of Exeter, owners.

To be continued.

LEGAL DECISIONS.

From a large number of Legal Decisions of the higher Court, of the different States of the Union, we select and publish in this column, such as appear applicable to this section of the country.

DAMAGES FOR NON-PERFORMANCE OF BUILDING CONTRACT.—In an action for services for construction of a building, the owner, after testifying that he had to complete it himself, and that it took up his time so that he could not attend to his regular business as a merchant, was asked what time he had lost and its value. The court held that the measure of damages in that regard was the value of the time spent as superintendent, and not the value of the time lost to the other business.

Crawford v. Harris, Sup. Ct. Cal., 45 Pacific Rep. 819.

FENCES.—An injunction will not lie to restrain an adjoining owner from maintaining a fence 11 feet high on the division line, which shuts off the circulation of air from other buildings, thus rendering it damp and unhealthy.

Peck v. Roe, Sup. Ct. Mich., 67 N. W. Rep. 1080.

MARRIED WOMAN'S PROPERTY IN KENTUCKY.—Under the laws of Kentucky regarding mechanic's liens, a married woman cannot be charged for labor performed, or material furnished in the erection or improvement of buildings on her separate property, without a written contract, even though she acquiesced in the erection of the building, and gave directions about its construction.

Webster v. Tattershall, Ct. App. Ky., 36 Southwestern Rep. 1126.

EFFECT OF ASSIGNMENT OF CONTRACTOR'S CLAIM.—Claims against the owner of a building, says the Supreme Court of Indian, for work done or materials furnished in connection with same may be assigned, but they carry no lien unless a lien has been first per-

fect by the mechanic or material man in whose favor the right to the lien primarily exists.

Jenckes v. Jenckes, 44 Northeastern Reporter, 632.

WHEN MORTGAGE IS SUPERIOR TO MECHANIC'S CLAIM OF LIEN.—The lien of a mortgage given by the purchaser of real estate to the seller at the time of the conveyance of the legal title is superior to the lien of a material man who furnished material for the construction of a building on such land, the buildings having been commenced before the conveyance of the title; the purchaser having no authority or permission to enter upon or take possession of the premises, for any purpose, before the legal title was transferred.

No. Valley Lumber Co. v. Keid, Ct. App. Kas., 45 Pacific Rep. 722.

BOOKS AND PERIODICALS.

Rule and regulations of the CENTRAL-AMERICAN EXHIBITION decreed by the National Legislative Assembly of the Republic of Guatemala.

At a time when our merchants are endeavoring to extend their trade with South America it may be well to call their attention to this exhibition which will be inaugurated on the fifteenth of March, 1897 and close on the fifteenth of the following July.

This exhibition will be held in the Capitol of the Republic of Guatemala, covering an area of twelve city blocks and 8082 square yards.

The branches admitted to the exhibition will be classed in groups in the following order:

FIRST—Science and literature; 2d Education and instruction. 3rd Fine arts. 4th Machinery and building. 5th Agriculture, horticulture, Arboriculture and cultivations of a special nature. 6th Fauna and Flora. 7th Decorative art. 8th Various industries. 9th Transportation. 10th Transportation. 11th Mining. 12th Immigration.

Article 5. The groups into which these branches are divided will be subdivided into classes in conformity with the annexed list.

Article 6. Articles which are offensive to public morals, or deleterious to the general health, will not be admitted to the Exhibition.

Proceedings of the Sixth Annual Convention of the ASSOCIATION OF RAILWAY SUPERINTENDENTS of Bridges and Buildings, held in Chicago, Illinois, October 20, 21 and 22, 1896.

This report contains a list of the members present at roll call as well as to the road they are with and also a list of the application for membership.

The description of this body of railway superintendents, are fully reported and cannot fail to be of interest to those interested in the construction and safe maintenance of bridges and road ways.

A number of drawings of station houses are given and if we may be allowed the remark, they have more the resemblance of the engineers drawing than the work of an archi-

tect, doubtless however they answer the purpose for which they were intended.

Annual Report of the Board of Regents of the SMITHSONIAN INSTITUTION, showing the operations, expenditures and condition of the institution to July 1894. Washington Government printing office, 1896.

This valuable document is one that would be missed not only by the scientific world but by the people in general, on account of the large amount of information of value in relation to our every day life. Photography, electricity, agriculture and astronomy are all included among the various researches that are here published. The latest discoveries up to date are here recorded and suggestions of what may be expected in the near future open a wide field of thought.

NOTICE OF MEETINGS.

SAN FRANCISCO CHAPTER, AMERICAN INSTITUTE OF ARCHITECTS, meets second Friday of each month at 408 California street.
SETH BARSON, Pres. W. P. MOORE, Vice-Pres.
OLIVER EVERETT, Sec. JOHN M. CURTIS, Treas.

SOUTHERN CALIFORNIA CHAPTER AMERICAN INSTITUTE OF ARCHITECTS, meets first Wednesday of each month at 114 Spring street, Los Angeles, Cal.

THEO. A. EISEN, Pres. ARTHUR B. BENTON, Vice-Pres.
WILLIAM C. AIKEN, Sec't. AUGUST WACKERBARTH, Treas.

WASHINGTON CHAPTER AMERICAN INSTITUTE OF ARCHITECTS, regular meetings at 8 o'clock P. M., the first Friday of each month, except July and August.

JOS. C. HORNBLLOWER, Pres. JAS. G. HILL, Vice-Pres.
E. W. DUNN, JR., Sec. W. J. MARSH, Treas.

ASSOCIATION OF ARCHITECTS OF ARIZONA, meetings held at Phoenix, Arizona.

D. W. MILLARD, Pres. T. H. MADDOX, Vice-Pres.
W. R. NORTON, Sec. and Treas.

TECHNICAL SOCIETY OF THE PACIFIC COAST, meets first Friday of each month at Academy of Sciences Building.

E. J. MOLERA, Pres. W. F. C. HASSON, Vice-Pres.
OTTO VON GELDERN, Sec. EDWARD T. SCHILD, Treas.

MASTER PLUMBERS' ASSOCIATION, meets every first and third Friday of each month at the Flood Building.

JAS. E. BRITT, Pres. J. L. E. FIRMAN, Sec.

BUILDERS' EXCHANGE, Directors meet first Friday in each month at Mission and New Montgomery.

OSCAR LEWIS, Pres. JAS. A. WILSON, Sec.

MASONS' AND BUILDERS' ASSOCIATION, meet first Friday evening of each month.

ADAM BECK, Pres. M. V. BRADY, Sec.

THE EXPOSITION OF 1898.

The Exposition site in the northern suburbs of Omaha embraces ample area, is most accessible, and in every way adapted for the purpose. The board of managers passed a resolution providing for the following nine buildings, which will constitute the nucleus around which the smaller buildings will be assembled:

Building No. 1—Agriculture, Horticulture and Forestry; No. 2—Mines and Mining; No. 3—Manufacturers and Liberal Arts; No. 4—Fine Arts; No. 5—Electricity and

plates one or more permanent buildings. It is desired to have four of the buildings built in a permanent and substantial manner, if the arrangements for so doing can be made, but it is certain that some of the buildings will be of a permanent character. The government building will probably be one of these, the purpose of the exposition promoters being to purchase this building after the exposition is over. It is also the purpose to have the auditorium constructed of permanent material.

Application for space at the exposition continue to pour into the department of exhibits and a very flattering show-



FORESTERS' HALL AT PALO ALTO.
CUTHBERTSON & WILLIAMSON, ARCHITECTS.

Machinery; No. 6—Auditorium; No. 7—The Nebraska Building; No. 8—Grand Army of the Republic Building; No. 9—The Silver Palace.

In the discussion regarding these buildings the idea was advanced that the auditorium building should be made a model of the world-famed tabernacle in Salt Lake City, a building renowned as having the most perfect acoustic properties of any auditorium in the world. The material to be used in the construction of the buildings has not been decided upon by the exposition authorities, but it is more than likely that the temporary buildings will be built in the same way as the World's Fair Buildings, of stucco, a form of stucco. The plan of the exposition authorities, however, contem-

ing has been made in a number of different lines. The list of applicants for space is already large and growing daily; manager E. E. Bruce of the department of exhibits announces special prizes, consisting of six gold trophies, six silver cups and six gold medals, to the competitors in each of the following classes: For the best display of an irrigating system in operation; for the best electric light service in display; for the best display illustrating the process of the manufacture of beet root sugar; for the best display of manufacturing plant in operation; as well as two more lots of similar prizes for other high class exhibits to be designated hereafter.

The Exposition will open June first and close November 1, 1898.

BUSINESS MOSAICS.

The J. L. Mott Iron Works is represented on this coast by Mr. M. S. James, who can be found at room 27, Flood Building. Parties are especially invited to call at their show room and examine the various sanitary appliances as applied to housekeeping. The Hinged Drain Board as shown on the kitchen sink is one among other improvements that demand attention.

Balg—Why do you call your horse She? **BURI**—Because she makes a rider haggard.

W. W. Montague & Co.—Nowdays when the effect of your rooms is so much improved by a handsome mantel with all the fire place trimmings in keeping, it is well to know where you can depend upon finding the best of every thing in this line of goods. Every article furnished by the above named firm can be depended upon as being what it is represented to be.

You can hardly fail to find what you want in the house-keeping line, either for hotel or private house in the way of heating and ventilation or complete kitchen outfits. Branch stores at Los Angeles and San Jose.

Clark—Why are you going to move, did the owner raise the rent? **SCHEMER**—The owner had to, we couldn't.

Joseph Budde, 575 Mission street has so long supplied sanitary appliances in the plumbing line to San Francisco, that it is hardly worth while to call attention to his show room in Mission street but if you will look upon page vii of this journal you will find his advertisement and may be reminded of what you want in his line.

Teacher (serverely)—Tommy Smith, come here. Why haven't you learned your geography lesson? **TOMMY**—'Cause the papers say there's going to be a change in the map of Europe.—*Tit-Bits*.

Dixon Graphite Paint is an article without a rival for the tin or shingle roofs. Architects at the east would laugh if you wished to paint your roof with any thing else. If you want your roof preserved for fifteen years try it.

Virgil says of some of his people: "They can because they think they can." But in the sardine business people can because they have to can.—*Somerville Journal*.

J. W. Burtchaell manufacturer of electric and gas fixtures art glass work, gold, silver, copper, brass and nickel plating, 11 Trinity street, between Bush and Sutter above Montgomery.

The young man who is anxious to lay the world at the feet of the girl he adors, three months after he marries her isn't willing even to lay the carpet.—*Yonkers Statesman*.

J. Leonard contractor for concrete and artificial stone, Spreckels Building, Market street. See advertisement on page xiv of this journal.

Store Proprietor—So you want a job as floor walker, do you? Hane you any recommendations? "No, but I'm an experienced hand, Sir. I'm the father of nine children."—*Tit-Bits*.

Samuel Kellett manufacturer of plaster decorations, plastering repaired and whitened, 28 Ellis street, San Francisco and 375 Twelfth street, Oakland.

Owen—What's in a name, anyhow? **DUNNE**—Not much in yours, old man. **OWEN**—What do you mean? **DUNNE**—Why, everything you've got is in your wife's name, isn't it?—*Tit-Bits*.

The Pancoast Ventilator manufactuaed by N. & G. Taylor Co., Philadelphia, Pa., is guaranteed to exhaust more cubic feet of air per minute than any other storm-proof ventilator made. This ventilator is made of black sheet iron and then galvanized. See their advertisement upon page ii.

Mr. Hart (to his wife, teasingly)—Making angel food, my dear? **HIS WIFE**—No darling. You know if I did there wouldn't be anybody but me to eat it.—*Times*.

As a protection against accidents the Model Window Hinge cannot be too highly recommended, as it affords a safe and easy mode of washing windows without the danger of going outside the house this. If hinge is brought to the notice of the good housekeeper it cannot fail to come into general use.

The office of the company known as "The Model Window Hinge Co." is on 7th floor of the Mills Building, room 5, where the operation as applied to the window can be seen. Do not fail to call if you do not want you neck broken by falling from a window without the model hinge.

CITY BUILDING NEWS.

Alvarado near Douglass. Cottage; owner, Jacob Heyman; days' work; cost \$200.

Alvarado near Douglass. Cottage; owner, John Lynch; cost \$1500.

Beal near Bryant. Excavations, brick and cement work; owners, Hobbs, Wall & Co.; architect, T. J. Welsh; contractor, J. F. Riley; signed, Feb. 26; filed, Feb. 27; cost \$3000.

Belvedere near Waller. To build; owner, Mrs. M. J. Goodwin; contractor, D. Einstein; signed, Feb. 23; filed, Feb. 24; cost \$1050.

Benth and Schrader. To build; owner, Mrs. Emma J. Purnell; architect, Edgar A. Mathews; contractors, Caldwell & Nickerson; signed, March 3; filed, March 8; cost \$1800.

Bloom Vista Ave. near Waller. To build; owners, William H. Dick and Mary A. Dick; architect, R. H. White; contractor, White Bros.; signed, March 4; filed, March 5; cost \$3800.

California Ave. and Powell Ave. Additions; owner not given; contractor, W. C. Hamerton; cost \$1200.

Croce near Mission. Cottage; owner, Louis Metter; cost \$1000.

Douglass near Alvarado. To build; owner, John Lander; cost \$1500.

El Dorado and Rhode Island. Brick work for garbage crematory; owner, Sanitary Reduction Works; architect, Chas. Thackery; contractors, O. E. Brady & Son; signed, Feb. 17; filed, March 3; cost \$30,000. Roofing work, etc.; contractors, Canby & Roberts; cost \$2000. Carpenter work; contractors, Maccone & Rose; cost \$2500. Iron work, etc.; contractors, Josh Hendy Machine Works; cost \$10,500.

Fell near Laguna. Alterations and additions; owner, J. Silverstein; contractors, Carmichael & Grant; signed, Feb. 8; filed, Feb. 15; cost \$2200.

Fell near Buchanan. Alterations and additions; owner, Martha A. Morrison; architect, F. H. Wood; contractor, Chas. E. Miller; signed, Feb. 22; cost \$2370.

Fulton near Lyon. Two-story frame; owner, Mrs. Louise Nieman; architects, Laist & Schwerdt; contractor, Franz & Burmeister; signed, March 4; filed, March 6; cost \$3750.

Francis near Mission. Cottage; owner, Frederick Munk; days' work; cost \$1000.

Geary near Powell. Brick work for five-story brick; owner, A. Aronson; architect, C. E. Wilson; contractor, John E. Riley; signed, Feb. 15; filed, Feb. 20; cost \$7500. Carpentry, mill work, etc.; contractor, F. V. Steinman; cost \$500. Stonework; contractors, McPhee Co.; cost \$325.

Grant Ave. and Sutter. Alterations and additions; owner, Mrs. Alice P. Sullivan; architect, Edward R. Swain; contractor, Mahoney Bros.; signed, Feb. 11; filed, Feb. 18; cost \$10,175.

Grant Ave. and Sutter. Plumbing, gas fitting, etc.; owner, Mrs. Alice P. Sullivan; architect, Edward R. Swain; contractors, Allen & Looney; signed, Feb. 11; filed, Feb. 18; cost \$1955.

Green near Scott. To build; owners, C. C. Gross and H. M. Gross; architect, E. W. Hyde; signed, Feb. 24; filed, Feb. 25; cost \$4500.

Green near Montgomery Ave. To build; owner, Mrs. J. Strauss; architect, M. J. Lyon; contractor, R. Fahy; signed, March 8; filed, March 12; cost \$3045.

Green near Webster. Alterations and additions; owner, H. W. Luckey; contractor, A. Petry; signed, March 13; filed, March 15; cost \$1000.

Greenwich and Jones. To build except plumbing; owner, Julius Biemer; architect, W. H. Arnold; contractor, L. M. Weisman; signed, March 5; filed, March 10; cost \$2400.

Grove near Steiner. To build; owner, J. J. Croner; cost \$5000.

Gough near Fulton. To build; owners, Giesen Bros.; contractor, G. T. Knopf; cost \$3000.

Jackson and Octavia. Excavations, brick and granite work for two-story; owner, Mrs. Isaac Hecht; architect, J. E. Kraft; contractors, Miller & Beck; signed, Feb. 11; filed, Feb. 11; cost \$4950. Carpenter work, etc.; contractor, C. Chisholm; cost \$16,000. Plumbing; S. Lokenheimer & Bro.; cost \$2085. Painting, etc.; contractor, J. St. Denis; cost \$1000.

Kentucky near 18th. Two-story frame; owner, James McHugh; contractor, R. O. Davis; signed, March 12; filed, March 15; cost \$1250.

Lotta near Parnassus Ave. Cottage; owner, Ida H. Lutgen; contractor, W. W. Redmill; signed, Feb. 11; filed, Feb. 13; cost \$2500.

Mission near 23d. Alterations and additions; owner, Chas. F. Guilan and minor heirs; architect, R. J. Chivers; contractors, E. J. Thayer & J. H. Hughes; signed, Feb. 10; filed, Feb. 16; cost \$1700.

Manchester near Stoneman. Additions; owner, Aug. Voss; contractor, H. Behrens; cost \$800.

Montgomery junction of Bay. Frame building for manufactory; owner, Stauffer Chemical Co.; days' work; cost \$8000.

Nebraska and Cortland Ave. Cottage; owner, Henri Pottet; architect, E. Dejerre; contractor, R. Trost; signed, March 5; filed, March 6; cost \$1474.

Ninth Ave. near "P" street. Cottage; owner, John F. Ritter; architect, Aug. Nordin; contractor, G. W. Hansbrough; signed, Feb. 24; filed, Feb. 26; cost \$1500.

Nineteenth and Howard. To build; owner, O. Falch; architects, Martens & Coffey; contractor, C. Schuff; signed, Feb. 26; filed, Feb. 27; cost \$3350. Plumbing, etc.; contractor, G. S. Sweeney; cost \$1000. Painting; contractor, F. S. Schaefer; cost \$370.

O'Farrell near Powell. Alterations and additions; owner, Thos. J. Regan; architect, T. J. Welsh; contractor, James E. Mooney; signed, Feb. 24; filed, Feb. 25; cost \$1800.

O'Farrell near Powell. Excavation, etc.; owner, Thos. J. Regan; architect, T. J. Welsh; contractor, Thos. J. Mooney; signed, Feb. 24; filed, Feb. 25; cost \$2000.

Park Alley near Clay. To build; owner, D. T. and Anna Herzog; contractor, John Byron; signed, March 8; filed, March 12; cost \$1275.

Post Office Building at Ferry Depot. Elevator; owner, Board of Harbor Commission; contractors, Cahill & Hall; cost \$730.

Polk near Pine. Alterations and additions; owner, Julius Duetch; architect, Wm. H. Wharf; builder, Geo. Trozler; days' work; cost \$900.

Pl. Lobos Ave. and 25th. To build; owner, W. A. Lowler; contractor, Louis Cerghino; signed, Feb. 19; filed, Feb. 26; cost \$1800.

Pierce near Filbert. To build; owner, James Owens; architect, J. V. Campbell; contractor, Daniel Powers; signed, March 2; filed, March 3; cost \$1800.

Sacramento near Davis. Brick and terra cotta work for two-story brick; owner, Estate of J. G. Fair; architect, Ed Owens; contractors, Miller & Beck; signed, Feb. 24; filed, March 1; cost about \$10,000.

Sansome and Hallock. Elevators; owner, Jacob Stern; architects, Pissis & Moore; contractor, W. L. Holman; signed, Feb. 10; filed, Feb. 17; cost \$3768.

Sansome and Hallock. Painting brick building; owner, Jacob Stern; architect, Pissis & Moore; contractor, M. J. Donovan; signed, March 9; filed, March 12; cost \$1600.

San Jose Ave. near 20th. To build; owner, J. Blaxome; contractor, John B. Glanz; signed, Feb. 25; filed, Feb. 25; cost \$2352.

Stockton and Market. One-story brick; owner, O. D. Baldwin; day's work; cost \$5000.

Shrader near Waller. To build; owner, J. K. Fraser; architect, W. Koenig; contractor, J. W. Coburn; signed, March 2; filed, March 2; cost \$4290.

Surry near Diamond. Cottage; owner, F. C. Sowler; cost \$1000.

Tenth Ave. near Clement. To build; owner, Charles F. Muller; architect, Wm. H. Arncliffe; contractor, Harry Wharton; signed, March 9; filed, March 13; cost \$2100.

Twenty-second and Chattanooga. Cottage; owner, J. H. Van Glahn; contractor, G. M. Salisbury; signed, Feb. 26; filed, March 1; cost \$1200.

Twenty-second and Chattanooga. Cottage; owner, J. H. Van Glahn; contractor, G. M. Salisbury; signed, Feb. 26; filed, March 2; cost \$1200.

Twenty-third near Douglass. Cottage; owner, John Oswald; cost \$1000.

Taylor near Clay. Three-story frame; owner, John Dunn; architects, McDougall Bros.; contractor, John H. McKay; signed, Feb. 15; filed, Feb. 16; cost \$3727.

Van Ness Ave. and Elm Ave. Alterations; owner, I. Lowenberg; architects, Salfeld & Kohlberg; contractor, John Furness; signed, March 8; filed, March 9; cost \$1186.

Waller near Webster. Cottage; owner, Catherine Wren; contractor, Frank Gallagher; signed, Feb. 15; filed, Feb. 19; cost \$1570.

Waller near Masonic Ave. Two-story frame; owner, Minnie Wheeler; contractor, T. T. Pottinger; signed, March 4; filed, March 5; cost \$4200.

Waller near Masonic Ave. To build; owner, C. R. Wilson; contractor, A. W. Jones; signed, March 6; filed, March 6; cost \$5450.

Waverly Place near Sacramento. Excavations, etc., for two-story brick; owner, Paul Fleury; architects, Pissis & Moore; contractor, M. V. Brady; signed, Feb. 23; filed, Feb. 28; cost \$1480.

Waverly Place near Sacramento. Carpenter work, etc.; owner, Paul Fleury; architects, Pissis & Moore; contractor, F. W. Kern; signed, Feb. 23; filed, Feb. 25; cost \$1600.

Willard near Adeline. Frame building; owner, J. R. A. Vance; days' work; owner, R. A. Vance; days' work; cost \$6000.

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OFFICE, 408 CALIFORNIA STREET.

SAN FRANCISCO, CAL., U. S. A.

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OLIVER EVERETT, Secretary.

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1 inch.....	\$ 1.00	\$ 4.00	\$ 7.50	\$ 13.00
2 inch.....	2.00	10.00	18.00	35.00
3 inch.....	3.00	15.00	27.00	50.00
4 inch.....	4.00	20.00	36.00	65.00
5 inch.....	5.00	25.00	45.00	80.00
6 inch.....	6.00	30.00	54.00	95.00
7 inch.....	7.00	35.00	63.00	110.00
8 inch.....	8.00	40.00	72.00	125.00
9 inch.....	9.00	45.00	81.00	140.00
10 inch.....	10.00	50.00	90.00	155.00
11 inch.....	11.00	55.00	99.00	170.00
12 inch.....	12.00	60.00	108.00	185.00
13 inch.....	13.00	65.00	117.00	200.00
14 inch.....	14.00	70.00	126.00	215.00
15 inch.....	15.00	75.00	135.00	230.00
16 inch.....	16.00	80.00	144.00	245.00
17 inch.....	17.00	85.00	153.00	260.00
18 inch.....	18.00	90.00	162.00	275.00
19 inch.....	19.00	95.00	171.00	290.00
20 inch.....	20.00	100.00	180.00	305.00
21 inch.....	21.00	105.00	189.00	320.00
22 inch.....	22.00	110.00	198.00	335.00
23 inch.....	23.00	115.00	207.00	350.00
24 inch.....	24.00	120.00	216.00	365.00
25 inch.....	25.00	125.00	225.00	380.00
26 inch.....	26.00	130.00	234.00	395.00
27 inch.....	27.00	135.00	243.00	410.00
28 inch.....	28.00	140.00	252.00	425.00
29 inch.....	29.00	145.00	261.00	440.00
30 inch.....	30.00	150.00	270.00	455.00
31 inch.....	31.00	155.00	279.00	470.00
32 inch.....	32.00	160.00	288.00	485.00
33 inch.....	33.00	165.00	297.00	500.00
34 inch.....	34.00	170.00	306.00	515.00
35 inch.....	35.00	175.00	315.00	530.00
36 inch.....	36.00	180.00	324.00	545.00
37 inch.....	37.00	185.00	333.00	560.00
38 inch.....	38.00	190.00	342.00	575.00
39 inch.....	39.00	195.00	351.00	590.00
40 inch.....	40.00	200.00	360.00	605.00



WHILE the late Legislature of California is open to criticism for sins of omission as well as sins of commission, it passed one bill that is a meritorious one, and will tend to simplify materially the transferring of land and thus facilitate its purchase and sale. The bill is the one popularly known as the Torrens' bill, which we have

frequently commented upon in these pages. In another column we give the more important sections of this bill in full, and a resume of all its provisions, believing the importance of the measure to all real estate holders justifies the amount of space occupied.



HE PUBLIC has been at last aroused as to the want of a new United States Government Building in San Francisco—the persistent efforts of the CALIFORNIA ARCHITECT AND BUILDING NEWS we hope have tended to this result.

Representatives of all the leading business interests in the city met at the Chamber of Commerce and adopted a memorial to Congress, urging that the work be begun immediately. The Trades Unions are also one with this.

The Examiner has the following to say on the subject:—"Once more information that work is about to begin on the San Francisco Post-Office comes from Washington to comfort and to cheer. However, as the years fleet by it is losing a measure of its power in this direction."



WE SEE by late exchanges the war ship Oregon has gone upon the rocks at the entrance of the Dry Dock—the extent of damage as yet unknown but evidently of a serious nature.

Is it not about time to call a halt upon building these immense unmanageable monsters, that appear to be more dangerous to those that navigate them than to the enemy they are supposed to attack.

A Government that appears to be too poor to construct a post-office building for San Francisco, after ten years trial, should not waste millions upon millions to produce more war ships that they can not navigate from one port to another without wrecking.



WE ARE glad to see that Mayor Phelan is attempting to prevent the taking up of the sidewalks by the show windows of shopkeepers by vetoing permission to grant the same.

We cannot do better than to give the reasons for refusing such permission in his own words:

"The evil has grown by reason of the fact that one property owner extends his show window over the sidewalk, thus compelling his neighbor to do the same, and so on progressively until all the show windows are projected. If the privilege was not granted in the first instance, every property-owner would be compelled to occupy his own land. He could produce the same effect on his own line by making embrasures instead of projections, and the public would not be the sufferers. As it is now one foot is taken off the sidewalk and given to the property-owner, thus narrowing the channel over which people are compelled to pass, inconveniencing and crowding them into the roadway. Such an absorption of the sidewalk is certainly in derogation of the rights of the citizen to its free and full use."

BILLS OF QUANTITIES AND THEIR RELATION TO BUILDING CONTRACTS.

PAPER READ BY G. ALEXANDER WRIGHT BEFORE THE SAN FRANCISCO CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS, FEBRUARY 12, 1897.

[CONTINUED FROM LAST ISSUE]

WE WILL now dwell for a moment upon what is being done in other large communities.

In 1891 I visited Melbourne, Australia, the most American city probably in the world, outside the United States—and there the quantity system had been in operation for twelve years or more. In Sydney, N. S. W., it was my privilege to exchange views very fully upon this subject with the president of the Institute of Architects (Mr. Horbury Hunt) and who by the way is an American—who informed me that the architects and builders of the city had just joined hands in the adoption of the quantity surveyor. In Scotland, quantities are used—the same system prevails in England and Ireland—and in Continental Europe a somewhat similar system of measure and value is found in various forms, and although not exclusively the case, the prin-

ciple, of so much work (by measurement) for so much money, appears to find favor.

I know of no community where that principle, having once been adopted has been abandoned for the system such as we use here in San Francisco to-day. Nevertheless, we need not copy the system of any particular place. We can, if necessary, frame a system of our own—and adapted to the local needs of all parties concerned—and who can tell that such a system may not form the basis of one uniform national system for the entire union? I have reason to think that the necessity for some thing of this kind is being felt.

I have had some correspondence recently with Prof. Ware the editor of the *American Architect*, and that gentleman writes me that he has long been hoping to see some modification of the quantity system universally adopted in this country, and he is not alone in this opinion, and I believe it would be a distinct step in advance if San Francisco could be the first city to take up this question in an organized way and to examine it.

But I want to speak to you, upon the advantages of the quantity system as "briefly" as I know how. In the first place it will save at least one-half of the contractor's time and labor, and which is entirely unproductive now. Time we are told is money—and without question, unproductive labor is "waste"—and I believe it is beginning to be recognized. One frequently hears builders and material men say "I am about tired of figuring, there is nothing in it, etc.," but it is not to be wondered at. I noticed in one of the building papers the other day, a strong protest from a San Francisco contractor against the present unsatisfactory method of estimating and it is not so very long ago that a Boston architect (Mr. Rodman of Boston I think it was) had something to say in one of the professional journals on the subject. He denounced the present system of estimating as reckless, unscientific, and impractical and I can but endorse his views.

Take the mill work of any large job for example—may be there are half a dozen millmen—all going over exactly the same ground, doing precisely the same thing either at the architect's office or elsewhere. A number of brickmen are doing the same in their department—then the concrete men come, and the masons, and the iron men, (but I needn't go through the list we are all familiar with them) twenty, thirty or even forty men or more, figuring in different departments for one job—and this goes on year in and year out—at least ninety per cent of these workers throwing away time and brains. Would they not be more profitably employed in supervising, more closely, what work they already have? and yet, the bulk of the work done by these thirty or forty men, could be done by one man. As well, you say? Why certainly, gentlemen, and I think with advantage to many a builders banking, account.

It has been said that it is better to have the contractor make out his own quantities as well as make up the money estimate. But does he (as a general rule) do either of these things—now, I know some who may do so; but is it not a fact that the tendency is largely to collect together all the cheapest bids that can be got from material men and mechanics. The result added to the rough lumber bill perhaps, with something for labor and profit often times forms the "figure." I do not say this is not perfectly legitimate, under the present method, but the ease with which these sub bids are obtained indicates that it is frequently the sub bidders who do the bulk of the estimating, of course as I say, with certain exceptions. I remember an interesting point as showing the

extent to this practice. There was a case before the courts some three years ago in which I was called as a wit — The issue was a simple one, viz: the actual value of a large building standing not far from us now. Several contractors were called as "experts" on both sides, some of these testified as to the value of the building, but under cross examination it transpired that their valuations were made up largely from figures or bids furnished to them for this particular purpose, and so they were testifying upon the strength of somebody else's opinion, and which as the Judge said, was not evidence, nor, was it estimating in the proper sense.

Another advantage of the quantity system is that it tells a bidder exactly in black and white, what he is to figure upon; there can be no mistaking what is meant, and we should hear less about omitting to figure items that ought to be figured. A bill of quantities is valuable and indisputable evidence upon all such points. Many a bidder can probably recall instances where he lost money upon a contract, though omitting something and which never could have occurred if he had been bidding under the quantity system.

Another point for your consideration, would the quantity system place the incompetent man upon a level with the competent one? in other words, would the incompetent gain any advantage? I say no, it would be more likely to be the other way round, and my reason is this. An incompetent estimator is far more likely to forget something than he is to include too much, this is an established fact, and competitors who do get in all their items are handicapped from the start by men who do not. They never know what kind of a break the other fellow will make. I have in the past been there myself and speak from experience. With quantities all are bound to start level as regards "quantity" and nine times out of ten this is an advantage to the best men, individual skill and judgment in pricing, will tell just as much as with quantities as without them, and the incompetent, will have a bigger fight on their hands than with the present method. The trouble unfortunately, does not end here. The best estimators have to protect themselves against the omissions of the incompetent. They do so by cutting their itemized prices down to cost, or nearly so, and to-day the keen competition job, is scarcely worth having as far as "profit" is concerned. Dull times are not wholly to blame for low prices, incompetent estimators have something to do with it.

Again, take changes on contracts and this is where that schedule, we filed away in the architects safe is useful.

Upon a change being contemplated or executed, it is an easy matter to get at the quantity of material added and omitted, figure it out at the competitive, prices given in the schedule and the whole thing is settled, without the chance of a dispute about the payment for the changes. It is all very well to say, disputes don't often occur but when they do occur, it is well for both contractor and architect to have something at hand, that will settle them at once, and with absolute fairness to the owner and contractor, quantities will prevent disputes usually, which is still better. In a recent case, which came into my hands as an arbitrator a bill of quantities would have been of great value in determining the liabilities and rights of the parties to the arbitration—indeed it is possible that an arbitration would never have been necessary at all.

But I need not occupy your time with further illustrations beyond saying perhaps that the specifications can be made

much shorter than is usually done, for the quantities would contain all necessary detailed descriptions.

In concluding this section of my paper, I may remind you that neither the architect nor the contractor are put to the slightest expense for quantities, and I do not suppose that any class of mechanics or builders will seriously object to a document, which is the best of all guarantees in black and white, that they will not be called upon to do a dollar's worth more work than is stated (in detail) and is called for by the "quantities."

It might be well to see you a moment how the quantity system would affect the owner.

Before any such system can be adopted, a proper understanding between architects and contractors, is essential. All the available information, and data, on the subject should be obtained. Let the system be thoroughly investigated. If it is then desirable, a uniform standard of measurement for everything in a building—agreeable to all parties, should be established so that the technical terms, descriptions, order and method adopted in all quantities (by whomsoever prepared) should be uniform throughout, so that they may be readily understood by all bidders methodical course is essential, so that after pricing one or two sets of quantities, contractors will know exactly where to find any particular item.

To meet any doubt as to the possibility of one contractor set of quantities being more advantageous than another it would be an easy matter to have, open for free inspection one spare copy of the quantities on file at the architect's office, and another, say in the directors room of the Builders' Exchange. This opportunity for verification by any bidder would prevent improper practices, but such details as these might be easily arranged. We will assume now that an owner (whilst very rightly trying to obtain a good building at the lowest market price) is willing to pay a fair and legitimate sum for honest and legitimate work. That owners want an "estimate" or bid. Now he does not want it to be any more, than it ought to be, and the contractor does not intend it to be any less. Now it is an impossibility to get an accurate estimate, without accurate quantities, and which are essential to the owner's interest and he must be so informed, and that the expense will be included in the bids.

In view of the work put into modern buildings, compared with that of early days, it is unjust on the part of owners, to expect each contractor to furnish quantities, as well as to calculate cost values, the latter is their legitimate field, but the owner should, through the quantity surveyor say how much lumber, how much brick work, how many pounds of steel, etc., etc., his agent, the architect has decided to use.

A contractors estimate of the cost of a building, that is the lowest estimate is the very thing the owner needs the most, and it is "custom" alone, and a very bad custom at that which has brought about the present one sided condition of things. It matters not, gentlemen, how long the present method has continued, it is wrong in principle, bad in equity, and very largely unproductive in practice to contractors. No body of men are justified in performing unproductive labor, even though custom has sanctioned the practice. As I said in the *American Architect* of January 23rd:—

"An owner may decline to build on receiving bids, upon any pretence; he may in his heart never have intended to build at all, unless he saw a chance of getting two dollars of a builder's money for one of his own, and yet he now gets his estimate for nothing. This does really seem absurd.

An owner pays (or should pay) his architect for what work he may do, and if the owners be made to see the advantages to themselves of the quantity system, they should be willing to pay for the quantities also. Such a practice, when the justice of it became understood, would not prevent honest owners from building, but it might deter the "grasping" owner (the man who imagines the architect's special duty is to help him to rob the builder); it might deter these men, from defrauding builders out of their time and experience, as is sometimes the case under present conditions.

I remember some months ago, in discussing this "quantity" question I expressed the opinion that if the owner could not be prevailed upon to furnish quantities, he should at least contribute something towards the cost of the estimate, especially where no bid was accepted, and I notice that quite recently the same thing has been suggested in the official journal of the National Association of Builders, published at Boston, still, although this plan may have its advocates, the introduction of some system, of so much work, for so much money—is I think, the only true remedy for present evils.

One advantage of quantities to the owner is, that supposing bids exceed the contemplated expenditure, as they have a way of doing sometimes, the cost of the building might easily be cut down, without re-figuring, by striking out of the quantities such items as can be dispensed with, still retaining the balance of the estimate, at legitimate competitive prices, which as I have pointed out, would also apply to any changes, etc.

Again, the less desirable class of contractors or those less skilled in determining money values, will hardly run the risk of figuring on less material than is called for by the quantities, and as they cannot buy any cheaper than the more responsible men the chances will be in favor of the best men being the lowest bidders and this, if not a direct money advantage, will at least favor good work; certainly the more accurate the estimate, the less temptation there is to do anything improper.

I hope no gentlemen will accuse me of professional sacrilege, if I say that from the average owners point of view, the cost of a building, is to him of almost, or quite, as much consequence, as the design—and yet, although he may occupy several months perhaps in making up his mind what he wants, the vitally important question to him, and to the contractor, of what it will cost? has as a general thing to be rushed through almost at lightning speed and as though his very existence depended upon it.

If a building does not go on by reason of the owner deciding not to build, he of course still has to pay for the quantities. They were essential to a proper estimate—which he has received, and can be used, just as soon as he decides to go on. In a general way I think it is an equal and reasonable dividing up of the responsibility, for the owner to furnish the quantities if the contractor furnishes the money estimate. The great progress which is being made in modern building construction, certainly suggests the need of some corresponding improvement in the manner of estimating and taking bids.

In conclusion, gentlemen, I hope I have not detained you too long, beyond the time which should be occupied for a paper of this kind. I much appreciate your kind invitation to be present to-day and I thank you Mr. President and gentlemen for your courteous attention.

AN ACT FOR THE CERTIFICATION OF LAND TITLES AND THE SIMPLIFICATION OF THE TRANSFER OF REAL ESTATE.

SECTION 1. Recorders and ex officio Recorders in the several counties of this State shall be registrars of titles in their respective counties, and their deputies shall be deputy registrars. All laws relative to recorders and their deputies, including their compensation, clerk hire, and expenses, shall extend to registrars and their deputies, so far as the same may be applicable, except as in this Act otherwise provided. Registrars of titles shall be county officers within the meaning of the laws of this State.

SEC. 2. The official bonds now required by law to be given by Recorders and ex officio Recorders before entering upon the discharge of their duties, shall also apply to and cover the faithful discharge of their duties as registrars, whether such additional condition be specifically provided for in such bonds or not.

SEC. 3. Deputies may perform any and all duties of the registrar, in the name of the registrar, and the acts of such deputies shall be held to be the acts of the registrar.

SEC. 4. Registrars and deputy registrars are prohibited from practicing law, or acting as attorneys or counselors at law, or having as a partner a lawyer or any one who acts as such, or from acting as searchers of title under this Act.

BRINGING LAND UNDER THE ACT.

SEC. 5. Land may be brought under the operation of this Act by the filing with the County Clerk of a verified petition to the Superior Court of the county within which such land is situated, by the owner of any estate or interest in such land, whether legal or equitable (other than an undivided share, or an easement). The Clerk shall immediately indorse on such application the exact time of its presentation, and enter the same in a book kept for that purpose and known as the Land Register Docket. Persons who collectively claim to hold the entire legal estate in fee simple may jointly file such petition. A corporation may apply by its authorized agent, an infant by his guardian; any other person under disability by his guardian or trustee. Land constituting a single parcel and lying partly in two or more counties may be included in one application, which may be made in either county in which the land lies, but the certificate issued therefor must be filed with the registrars of all the counties within which such land is situate. Two or more parcels of land may be included in one application if owned by the same person and in the same right.

SEC. 6. The petition shall set forth substantially:

(a) The name, occupation, place of residence, and post-office address of the applicant, and if the application is by one acting in behalf of another, the name, place of residence, post-office address, and capacity of the person so acting, and the nature of the disability of the person for whom he is acting.

(b) Whether the applicant (except in case of a corporation) is married or not, and, if married, the name and residence of the husband or wife.

(c) The description of the land.

(d) The applicant's estate or interest in the same, and whether the same is subject to an estate of homestead.

(e) Whether the land is occupied or unoccupied, and, if occupied, the name and post-office address of each occupant,

and what estate or interest he has or claims in the land.

(f) Whether the land is subject to any easement, lien, or incumbrance, and, if any, the name and post-office address [if known] of each holder thereof, and the nature and amount of the same, and, if recorded, the book and page of the record.

(g) Whether any other person has any estate or claims any interest in the land, law or in equity, in possession, remainder, reversion, or expectancy, and, if any, the name and post-office address [if known] of ever such person, and the nature of his estate or claim.

(h) The names and post-office addresses of all the owners of the adjoining lands, so far as he is able, upon diligent inquiry, to ascertain the same.

(i) If the applicant is a male, that he is of the full age of twenty-one years; if a female, that she is of the full age of eighteen years. If the application is made by a corporation, its name, when and where incorporated, its principal place of business, and the names and post-office addresses of its president and secretary. If the application is by a husband or wife, and the property is community property, the petition must so state, and both spouses must join therein. A plat or plan of survey of the land made by the county or a licensed surveyor must accompany the application, and if said land is a part of a city, town or subdivision, the application must refer to the book and page of the records of the county where the map of said city, town, or subdivision is recorded, if at all.

Each application must be accompanied by an abstract of the title, verified by the searcher making the same, as required in proceedings in partition, or, if made by a corporation engaged in the business of making and certifying abstracts of title, then in lieu of the affidavit a certificate by such corporation, under its seal, shall be sufficient. When the title to the land in question has been previously determined by a final decree of a court of competent jurisdiction, such abstracts need not antedate such decree unless required by the court in which such application is filed. No person or corporation shall be authorized to make or furnish such abstracts of title until after entering into an undertaking with two or more sufficient sureties to the people of the State of California in a sum not less than [ten] thousand dollars, which may be increased from time to time by order of the court. Such bonds shall be recorded in the record of official bonds in the Recorder's office of the county and then filed in the County Clerk's office. Said bond shall be conditioned to pay all damages and costs which the State may sustain by reason of any error or insufficiency in said abstract. The sureties on such bond shall qualify as provided in section ten hundred and fifty-seven of the Code of Civil Procedure, and the sufficiency of the bond and of the sureties thereon shall be approved by a Judge of the Superior Court of the county where such bond is to be filed. The sureties upon such bond may become severally liable in portions of not less than five hundred dollars each, making in the aggregate at least two sureties for the whole sum. Said bond shall be renewed as often, at least, as once in every period of three years.

SEC. 7. No mortgage, lien, charge, or lesser estate than a fee simple shall be registered unless the fee simple to the same land is first registered.

SEC. 8. It shall not be an objection to bringing land under this Act, that the estate or interest of the applicant is subject to any outstanding lesser estate, mortgage, lien, or charge; but every such lesser estate, mortgage, lien, or charge shall be noted upon the certificate of title and the

duplicate thereof, and the title or interest certified shall be subject only to such estates, mortgages, liens, and charges as are so noted, except as herein provided.

SEC. 9. No title derived through sale for any tax or assessment shall be entitled to be first registered, unless it shall appear to the satisfaction of the court, upon the hearing of the application, that the applicant, or those through whom he claims title, have been in the open, actual, continuous, uninterrupted, undisputed, exclusive, and adverse possession of the land under such title at least five years, and have paid all taxes and assessments legally levied thereon for five successive years.

SEC. 10. The application may be amended only by petition verified as in the case of the original. Such amendment may be ordered by the court on its own motion, or upon the motion of any person interested in the proceeding.

SEC. 11. The filing of the application in the office of the County Clerk shall be sufficient notice of the same to all subsequent purchasers or incumbrancers without the filing of a *lis pendens* in the office of the Recorder.

SEC. 12. The court shall, in its discretion, examine the abstract itself, or refer the same, as provided in section [eighteen] of this Act. If it shall appear to the court, from an examination of the abstract, or from the report of the referee, that the title to the land described in the application is substantially as alleged by the applicant, the application shall be set for hearing, otherwise the court may order the application [dismissed.]

SEC. 13. When the time and place for hearing the application is fixed by the court, notice thereof shall be given to all parties interested, as shown by the petition and the abstract or referee's report, and to the husband or wife of the applicant, if married, and the owners of adjoining lands, in the same manner as the service of a summons in a civil action, [and] [by publication for at least four weeks, in some newspaper of general circulation, to be designated by the court;] provided, that no copy of abstract or map need be served with the petition. Any person interested may appear and object to the granting of the application, and if such objection is sustained, the costs of the same shall be paid by the applicant; if not, by the person so objecting. The time for appearance after service shall be the same as in the case of a civil action.

SEC. 14. Upon the day set for the hearing of the application, or at such time as the same may be continued to, the court shall cause examination to be made into the applicant's title to the land in question, and shall hear testimony as to the allegations of the petition, or of any objections thereto; and if any defects are found in the application, or in the applicant's title to the land, or if any of the allegations of the petition are found to be untrue, or any objections to said petition are sustained, the court may dismiss such application, or may give the applicant such time as the court may deem reasonable, before finally passing upon his application.

SEC. 15. If it shall be made to appear, to the satisfaction of the court, that the notice required by section thirteen has been duly given and served; that the facts stated in the application are true, and that the applicant is the owner of the land, or interested therein, as set forth in the petition, the court shall duly make, give and enter a decree to that effect, which said decree shall contain an accurate description of the property in question, with a diagram thereof, and also shall set forth all liens and incumbrances on said land, with the name of the holder thereof, and the nature, amount, and order of the same, and, if recorded, the book and page of the

record. Any party aggrieved by such decree may appeal therefrom in the manner now or hereafter provided by law for appeals in civil actions.

SEC. 16. A certified copy of such decree shall be filed in the office of the registrar, who shall thereupon issue a certificate of title to the person entitled thereto as shown by said decree, and shall proceed to bring said land under the operation of this Act, as herein provided. Said certificate shall contain the description of the property set forth in the decree, and shall also show the nature, amount and order of the liens thereon.

SEC. 17. The decree of the court ordering registration shall be in the nature of a decree in rem, and shall be final and conclusive as against the rights of every and all persons, known and unknown, to assert any estate, interest, claim, lien, or demand of any nature or kind whatever, against the land so ordered registered, except as provided in this Act.

SEC. 18. Upon the filing of the partition the court may appoint a referee to examine and report upon the abstract accompanying the same. Such referee shall be an attorney in good standing, skilled in the examination of titles, of not less than three years' practice at the bar of the court so appointing him. The compensation of the searcher and of the referee shall be fixed by the court, or agreed upon between themselves and the applicant, and shall be paid by the applicant as a part of the costs of the proceeding.

SEC. 19. Provides that the written opinion of referee is to be filed before decree is made.

SEC. 20. Provides that applicant may withdraw application upon payment of fees at any time prior to issuance of certificate of title.

SEC. 21. Provides that on transfer of interest or death of applicant, proceedings may be continued.

SEC. 22. Provides that Registrar is to keep record of particulars of issuance.

SEC. 23. Provides that certificate of title is to be in duplicate; its contents, original to be retained by registrar.

SEC. 24. Provides form of certificate.

SEC. 25. In all cases where two or more persons are entitled as tenants in common to an estate in registered land, such persons may receive one certificate for the entirety, or each may receive a separate certificate for his undivided share.

SEC. 26. Provides that registered owner may consolidate several or divide up one certificate.

SEC. 27. Provides that certificate may be issued by order of court in lieu of lost duplicate; proceedings therefor.

SEC. 28. If an owner's name or description is incorrectly registered, or becomes changed (e. g. by marriage, adoption, divorce, etc.), the court, upon the filing of an application and proof of facts in the manner set forth in section [twenty-seven] of this Act, and the production by the owner of the duplicate certificate, shall order the registrar to issue a new certificate, with such changes as the case may require.

THE REGISTER OF TITLES.

SEC. 29. Provides for original certificate to be entered in register; memorials to be on latest certificate.

SEC. 30. Provides for receipt to be given for duplicate certificate on its issuance.

SEC. 31. In every case of first registration of land or an estate or interest therein, the same shall be deemed to be registered under this Act, when the registrar shall have marked upon the certificate of title, in duplicate, the volume and *folium* of the register in which the original may be found.

SEC. 32. Every transfer or registered land shall be deemed to be registered under this Act, when the new certificate to the transferee shall have been marked, as the case of the first registration; and all other dealings shall be considered as registered when the memorial or notation shall have been entered in the register upon the *folium* constituted by the existing certificate of title of the land. But, for the protection of the transferee or person claiming through any transfer or dealing, the registration shall relate back to the time of filing in the registrar's office the deed, instrument, or notice, pursuant to which the transfer memorial or notation is made.

SEC. 33. Provides that party aggrieved may bring action against registrar and others.

EFFECT OF REGISTRATION.

SEC. 34. The registered owner of any estate or interest in land brought under this Act shall, except in case of fraud to which he is a party, or of the person through whom he claims without valuable consideration paid in good faith, hold the same subject only to such estates, mortgages, liens, charges, and interests as may be noted in the last certificate of title in the registrar's office, and free from all others, except:

1. Any subsisting lease or agreement for a lease for a period not exceeding one year, where there is actual occupation of the land under lease. The term "lease" shall include a verbal letting.

2. All public highways embraced in the description of the lands included in the certificate.

3. Any subsisting right of way or other easement, however created, upon, over, or in respect of the land.

4. Any tax or special assessment for which a sale of the land has not been had at the date of the certificate of title.

5. Such right of action or claim as is allowed by this Act.

6. Liens, claims, or rights arising under the laws of the United States, which the Statutes of California cannot require to appear of record upon the register.

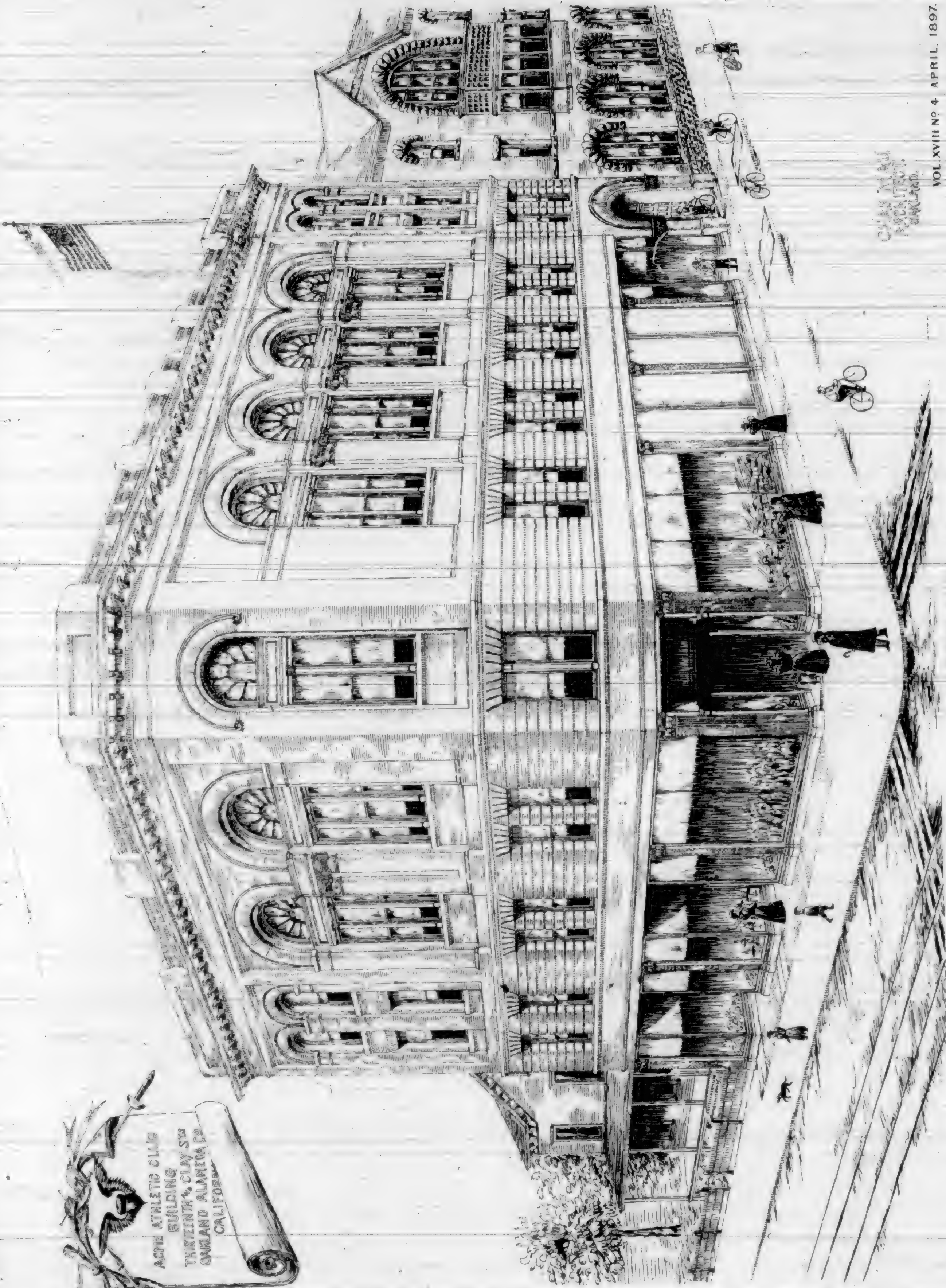
SEC. 35. After land has been registered no title thereto adverse or in derogation to the title of the registered owner shall be acquired by any length of possession.

SEC. 36. Except in case of fraud, and except as herein otherwise provided, no person, taking a transfer of registered land, or any estate or interest therein, or of any charge upon the same from the registered owner, shall be held to inquire into the circumstances under which, or the consideration for which, such owner or any previous registered owner was registered, or be affected with notice, actual or constructive, of any unregistered trust, lien, claim, demand, or interest; and the knowledge that any unregistered trust, lien, claim, demand, or interest is in existence shall not of itself be imputed as fraud.

SEC. 37. In case of fraud, any person defrauded shall have all rights and remedies that he would have had if the land were not under the provisions of this Act; *provided*, that nothing contained in this section shall affect the title of a registered owner who has taken bona fide for a valuable consideration, or if any person bona fide claiming through or under him.

SEC. 38. If a deed or other instrument is registered, which is forged, or executed by a person under legal disability, such registration shall be void; *provided*, that the title of a registered owner, who has taken bona fide for a valuable consideration, shall not be affected by reason of his

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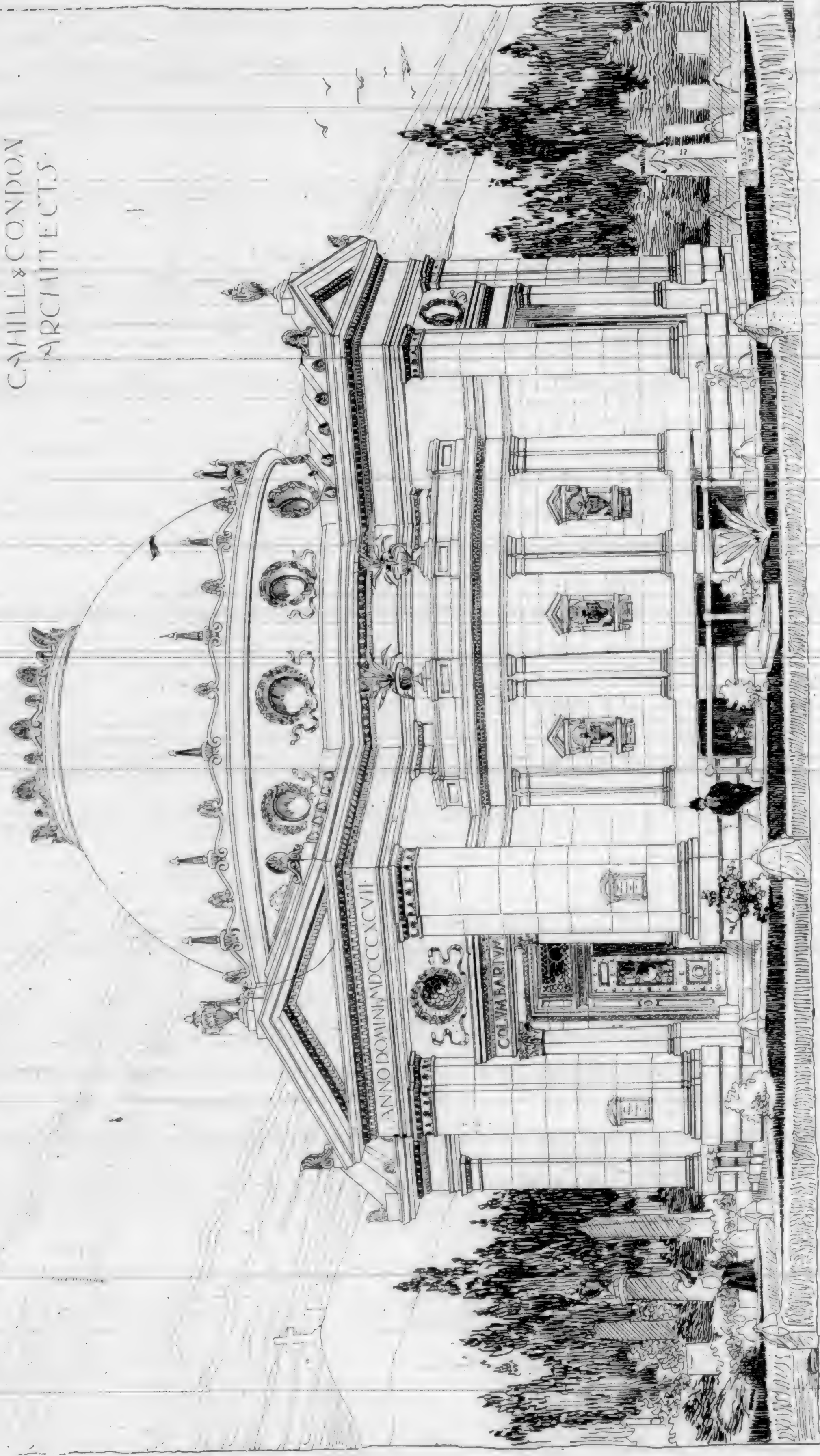
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VOL. XVIII NO. 4. APRIL 1897.

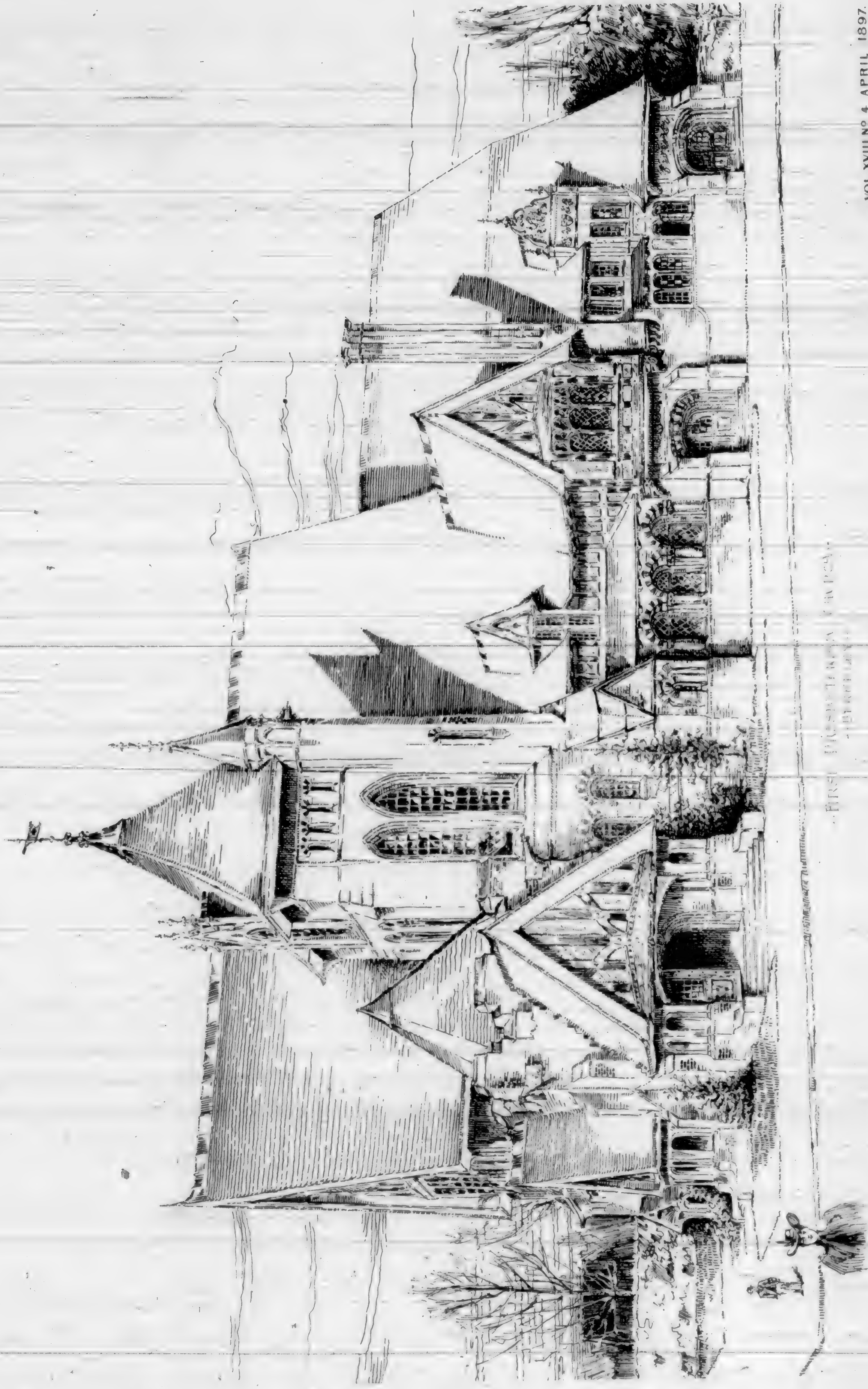
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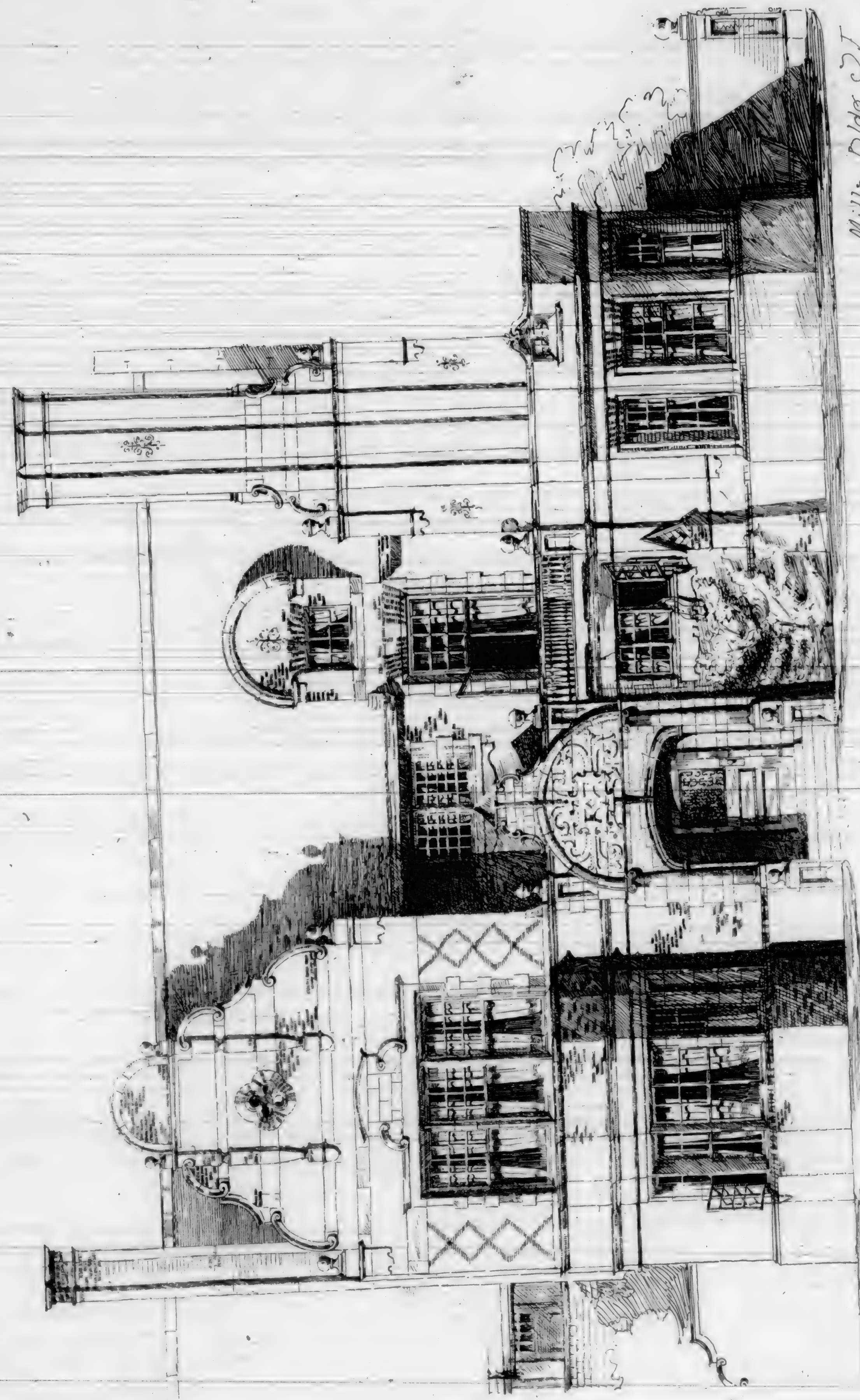


CALIFORNIA ARCHITECT & BUILDING NEWS
 SAN FRANCISCO.

FIRST LUCAS & TERRY

BARTON & NEW HADLEY

VOL. XVIII NO 4 APRIL 1897.



Sam'l Newson Architect
CALIFORNIA ARCHITECT & BUILDING NEWS
SAN FRANCISCO.

Photograph facing Washington Street

BRITTON & REY, PHOTO LITH.

Mills Bldg C.T.

VOL. XVIII NO. 4 APRIL 1897.

claiming title through some one, the registration of whose right or interest was void, as provided in this section.

SEC. 39. No unregistered estate, interest, power, right, claim, contract, or trust shall prevail against the title of a registered owner taking bona fide for valuable consideration or any person bona fide claiming through or under him.

SEC. 40. Provides that in absence of fraud, certificate of title is conclusive evidence in suit for specified performance of contract to purchase.

SEC. 41. Provides that in ejectment or partition suits,

SEC. 42. Provides for the register to be received as evidence.

certificate is conclusive evidence.

SEC. 43. Whenever a memorial has been entered, as permitted by this Act, the registrar shall carry the same forward upon all certificates of title until the same is canceled in some manner authorized by this Act.

SEC. 44. All dealings with land or any estate or interest therein, after the same has been brought under this Act, and all liens, incumbrances, and charges upon the same subsequent to the first registration thereof, shall be deemed to be subject to the terms of this Act, and to such amendments and alterations as may hereafter be made. The bringing of land under this Act shall imply an agreement which shall run with the land, that the same shall be subject to the terms and provisions of the Act and of amendments and alterations thereof.

SEC. 45. No person shall commence any action at law or in equity for the recovery of land, or assert any interest, right in, or lien or demand upon the same, or make entry thereon adversely to the title or interest certified in the first certificate bringing the land under the operation of this Act, unless within five years after the first registration. It shall not be an exception to this rule that the person entitled to bring the action or make the entry is an infant, lunatic, or is under any disability, but action may be brought by such person by his next friend or guardian. It shall be the duty of the guardian, if there is any, to bring action in the name of his ward whenever it is necessary to preserve or enforce the ward's rights in registered land; *provided, however*, before such action shall proceed, it must be made to appear to the court that the person bring such action, or those under whom he claims, had no actual notice of the proceedings to register such lands in time to appear and file his objections or assert his claim.

SEC. 46. The action provided for in the last preceding section, shall in no way affect or disturb the rights of any person in said land, acquired subsequent to the registration thereof, bona fide and without knowledge, and for a valuable consideration.

SEC. 47. Any person having any interest, right, title, lien, or demand, whether vested, contingent, or inchoate, in, to, or upon registered land, which existed at the time the land was first registered, and upon or for which no cause of action shall have accrued at the date of the registration of the land, may, prior to the expiration of said five years after such registration, file in the registrar's office a notice, under oath, setting forth his interest, right, title, lien, or demand, and how and under whom derived, and the character and nature thereof; and if such claim is so filed, an action may be brought to assert or recover or enforce the same at any time within one year after the right of action shall have accrued thereon, or at any time within the period of five years after said registration, and not afterwards. It shall be the duty of a life tenant or trustee to file such claim

on behalf of any remainderman or reversioner, whether the remainder or reversion be at the time vested or contingent, and of a guardian to file such claim on behalf of his ward.

SEC. 48. A registered owner of land desiring to transfer his whole estate or interest therein, or some distinct part or parcel thereof, or some undivided interest therein, or to grant out of his estate an estate for life or for a term of not less than ten years, may execute to the intended transferee a deed or instrument of conveyance in any form authorized by law for that purpose. And upon filing such deed or other instrument in the registrar's office, and surrendering to the registrar the duplicate certificate of title, the transfer shall be complete and the title so transferred shall vest in the transferee; thereupon, the registrar shall issue in duplicate and register, as hereinbefore provided, a new certificate, certifying the title to the estate or interest in the land desired to be conveyed to be in the transferee, and shall note upon the original and duplicate certificate the date of the transfer, the name of the transferee, and the volume and *folium* in which the new certificate is registered, and shall stamp across the original and surrendered duplicate certificate the word "canceled," in whole or part, as the case may be.

SEC. 49. When only a part of the land described in a certificate is transferred, or some estate or interest in the land is to remain in the transferor, a new certificate shall be issued to him for the part, estate, or interest remaining in him.

SEC. 50. Provides that time of filing be noted on instrument.

SEC. 51. Provides that papers filed are to be retained in the office of registrar.

SEC. 52. Provides that such copies are to be received in evidence.

SEC. 53. Provides that existing forms of deeds may be used.

SEC. 54. Provides that name and address be indorsed on instrument, and notices to be sent there.

SEC. 55. Provides that instrument affecting registered land is to be but a contract until registered.

SEC. 56. Provides that certificate before re-transfer, etc., must show freedom from tax sale and homestead.

SEC. 57. Provides that certificate is to state marriage or representative capacity, if any.

MORTGAGES, LEASES AND OTHER CHARGES.

SEC. 58. Provides that incumbrance on registered land must be registered.

SEC. 59. Provides that incumbrance is created on filing of charge.

SEC. 60. Provides for trust deed to be treated as a mortgage.

SEC. 61. Provides that if instrument charging land be in duplicate or more parts, but one need be filed.

SEC. 62. Provides that certified copies identified as such may be issued.

SEC. 63. Provides for assignment of charge by filing and noting of same by memorial.

SEC. 64. Provides for release of part or whole of charge to be noted as an assignment.

SEC. 65. Provides that charges are to be enforced as at present, except as herein provided and except that notice of lis pendens must be filed with registrar.

ATTORNEYS IN FACT.

SEC. 66. Provides that attorney in fact to deal with registered land must file his power.

TRUSTS, CONDITIONS AND LIMITATIONS.

SEC. 67. Whenever a deed or other instrument is filed in

the registrar's office for the purpose of effecting a transfer of, or charge upon, registered lands, or any estate or interest therein, and it appears from such instrument that the transfer or charge is to be in trust, or upon any condition or limitation therein expressed, the registrar shall note in the certificate, and the duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," as the case may be, but no entry shall be made of the particulars of any such trust, conditions or limitations.

Sec. 68. Provides that every trustee with express authority, shall have power of sale.

Sec. 69. Provides that no trustee, with limitation, shall sell without order of court to sell.

Sec. 70. Provides that trustee under will have power to sell unless it be withheld.

ESTATES IN PROBATE, IN INSOLVENCY, AND IN EQUITY PROCEEDINGS.

Sec. 71. Provides that existing statutes governing probate, insolvency, and equity proceedings are not affected.

Sec. 72. Provides for orders of sale, decrees of distribution, etc., to contain direction to registrar.

Sec. 73. Provides that certified copy of order, decree, deed, and confirmation be filed with registrar.

Sec. 74. Provides that order of court is necessary for sale of land of insolvent and probate estates; confirmation and issuance of certificates thereof.

Sec. 75. Provides that power of sale of executor be noted.

Sec. 76. Provides that registrar is to issue certificate or note memorial, such to be conclusive.

TAX SALES.

Sec. 77. Provides for notice of purchase to be filed and mailed.

Sec. 78. Provides that tax deed already issued must be registered.

Sec. 79. Provides that interested persons must be made parties to application.

Sec. 80. Such application shall be heard by the court, which shall render a decree showing the condition of the title to such land, and who is the owner thereof, and upon presentation to him, of a duly certified copy of such decree, the registrar shall issue a certificate for said land in accordance with the terms and conditions of said decree.

Sec. 81. Provides that tax deed to State is conclusive.

Sec. 82. Provides that notice required by section eighty shall be personal or by mail and publication.

Sec. 83. Provides that on redemption, memorial is to be canceled.

PARTITION AND JUDICIAL SALES.

Sec. 84. Provides that all parties noted on register must be parties.

Sec. 85. Provides that decree must be filed before certificate be issued.

Sec. 86. Provides that when sale is ordered, purchaser must file copy of decree.

Sec. 87. Provides that when mortgage is on undivided share, lien attaches only to lands set off to mortgagor.

Sec. 88. Provides that purchaser at judicial sale must file certified copy of order confirming sale.

LIS PENDENS: NOTICE OF ACTION.

Sec. 89. Provides that notice to affect registered land must be filed with registrar.

Sec. 90. Provides that when suit, etc., is dismissed, certificate of dismissal or release must be filed with registrar.

LIENS, EXECUTIONS, ATTACHMENTS, ETC.

Sec. 91. Provides that certified copy of judgment or decree must be filed.

Sec. 92. Provides that certificate of levy of attachment, or execution, must be filed.

Sec. 93. Provides that notice of mechanics' liens must be filed.

Sec. 94. Provides that notice of assessments for street improvements, sewers, etc., must be filed by clerk.

Sec. 95. Provides that no notice is necessary in case of lien for labor performed for corporation not complying with law.

Sec. 96. Provides that clerk of court may file certificate of dismissal of suit or satisfaction of judgment.

CORRECTIONS OF ERRORS IN CERTIFICATE.

Sec. 97. Provides that no correction of register be made without order of court.

Sec. 98. Provides that registrar may apply to court for correction of errors or mistakes in certificate.

Sec. 99. Provides that if all parties consent, court may order correction of errors or mistakes.

Sec. 100. Provides that if all parties do not consent, court may hear testimony as to alleged error or mistake.

EMINENT DOMAIN.

Sec. 101. Provides that right of eminent domain be not affected.

INDICES.

Sec. 102. Provides for property indices to be kept.

Sec. 103. Provides for name indices to be kept.

MISCELLANEOUS PROVISIONS.

Sec. 104. Provides that registered lands may be partitioned.

Sec. 105. Provides that registration of adverse lien is not conclusive of regularity of proceedings or instruments by which created.

Sec. 106. Provides that in case of fraud, rights and remedies to be the same as if land was not under this Act.

Sec. 107. Provides that clerk of court shall notify registrar of appeal.

Sec. 108. Provides that all fees collected by registrar are to be paid to County Treasurer and applied to expenses of administration of this Act.

Sec. 109. Provides that Board of Supervisors shall furnish registrar all necessary books, etc.

Sec. 110. Provides that the Attorney-General, State Controller, and Secretary of State are to prepare forms.

PENALTIES.

Sec. 111. Provides that fraudulent procurement of certificate shall be a felony.

Sec. 112. Provides that forgery of seal, signature, or instrument in registrar's office shall be a felony.

Sec. 113. Provides that no proceeding or conviction under this Act shall affect any remedy at law or in equity.

FEES.

Sec. 114. First—The fees in respect of applications and proceedings under them prior to registration, shall be the same as in actions in the Superior Court.

Second—There shall be paid to the registrar:

For issuing a certificate title, including one duplicate thereof, one dollar and fifty cents.

For each additional duplicate, fifty cents.

For registering each transfer, including the issue and registration of the new certificate, one dollar and fifty cents.

For entry of each memorial on the register, including the indorsement upon the duplicate certificates, one dollar.

For the cancellation of each certificate, memorial, or charge twenty-five cents.

For each certificate showing condition of register, one dollar and fifty cents.

For filing any instrument, or for a certified copy of the register, or of any instrument or writing on file in his office, the same fees allowed by law to Recorders for like services.

CONSTRUCTION.

Sec. 115. This Act shall be construed liberally so far as may be necessary for the purpose of effecting its general intent, but does not adopt by implication the construction of any similar legislation of other jurisdictions which this Act may to any extent have followed.

Sec. 116. This Act shall take effect and be in force from and after the first day of July, eighteen hundred and ninety-seven.



Ray's Recruit by Captain Charles King, U. S. A., is the complete story in LIPPINCOTT'S MAGAZINE. Everybody who read one of Captain King's novels will want to read it so the demand for the magazine should be large, as besides this story the contents are unusually interesting.

Improvement in building construction—mainly relating to Portland Cement, Concrete and Artificial Stone combined with Iron and Steel—by Peter H. Jackson.

This brochure contains an illustrated account of the latest improvements in fireproofing floor construction.

The first construction considered is that called the combined artificial stone and steel sidewalk, in which the roof of the vault consists of galvanized steel corrugated bottoms covered with a thin layer of artificial stone thoroughly tamped into the corrugations which are of dovetail shape—the whole not taking up a greater thickness than three inches.

This construction at this thickness can be made up to 5 feet span between beams, center to center, 3 3/4 inches for 6 feet centers and 4 1/2 inches for 7 feet centers.

The advantages claimed are great strength, burglar and fireproof and greater head-room gained by thinness of floor, while the cost is no greater than the common method.

In direction across the corrugation are embedded in the artificial stone, fence twisted wires which tie the floor in opposite direction to corrugation, and prevents cracking—due to shrinkage. For all this Mr. Jackson offers scientific and cogent reasons.

Complete specifications for this construction is given in the body of the work, as well as for sidewalks combined with

arches either flat or segmental and concrete floors in which reliable ties are used.

Part second treats of the forces exerted on such floors as the latter, and the manner in which reliable ties in concrete construction resist tensile strain.

The book is replete with interesting matter well worth the study of the architect and engineer and is written in the terse nervous style so characteristic of Mr. Jackson. It forms quite an ammunition for those who are defending concrete construction against its enemies.

NOTICE OF MEETINGS.

SAN FRANCISCO CHAPTER, AMERICAN INSTITUTE OF ARCHITECTS, meets second Friday of each month at 408 California street.
SETH BABSON, Pres. W. P. MOORE, Vice-Pres.
OLIVER EVERETT, Sec. JOHN M. CURTIS, Treas.

SOUTHERN CALIFORNIA CHAPTER AMERICAN INSTITUTE OF ARCHITECTS, meets first Wednesday of each month at 114 Spring street, Los Angeles, Cal.
THEO. A. EISEN, Pres. ARTHUR B. BENTON, Vice-Pres.
WILLIAM C. AIKEN, Sec'l. AUGUST WACKERBARTH, Treas.

WASHINGTON CHAPTER AMERICAN INSTITUTE OF ARCHITECTS, regular meetings at 8 o'clock P. M., the first Friday of each month, except July and August.
JOS. C. HORNBLLOWER, Pres. JAS. G. HILL, Vice-Pres.
E. W. DUNN, Jr., Sec. W. J. MARSH, Treas.

ASSOCIATION OF ARCHITECTS OF ARIZONA, meetings held at Phoenix, Arizona.
D. W. MILLARD, Pres. T. H. MADDOX, Vice-Pres.
W. R. NORTON, Sec. and Treas.

TECHNICAL SOCIETY OF THE PACIFIC COAST, meets first Friday of each month at Academy of Sciences Building.
E. J. MOLERA, Pres. W. F. C. HASSON, Vice-Pres.
OTTO VON GELDERN, Sec. EDWARD T. SCHILD, Treas.

MASTER PLUMBERS' ASSOCIATION, meets every first and third Friday of each month at the Flood Building.
JAS. E. BRITT, Pres. J. L. E. FIRMAN, Sec.

BUILDERS' EXCHANGE, Directors meet first Friday in each month at Mission and New Montgomery.
OSCAR LEWIS, Pres. JAS. A. WILSON, Sec.

MASONS' AND BUILDERS' ASSOCIATION, meet first Friday evening of each month.
ADAM BECK, Pres. M. V. BRADY, Sec.



The management of this journal desires to extend a cordial invitation to all architects on this coast and elsewhere to contribute designs for publication.

Drawings should be made with perfectly black lines on a smooth white surface. Good tracings, if made with black ink, answer the purpose.

The designs selected will be published without charge. All drawings, whether accepted or not, will be returned to their authors, who must bear express charges both ways.

FIRST PRESBYTERIAN CHURCH, Berkeley, Sam'l Newsom, Architect.

SKETCH for Residence in Brick and Stone Trimmings, for O. D. Baldwin, Sam'l Newsom, Architect.

ACME ATHLETIC CLUB BUILDING, Oakland, Charles Mau, Architect.

I. O. O. F. COLUMBARIUM, Cahill & Condon, Architects.

LEGAL DECISIONS.

From a large number of Legal Decisions of the higher Court, of the different States of the Union, we select and publish in this column, such as appear applicable to this section of the country.

BUILDING RESTRICTIONS IN DEED OF CONVEYANCE.—Where lots have been conveyed subject to a covenant that no buildings shall be erected on the same within a certain distance of the street, such covenant is enforceable, though the streets on which such lots abuts has changed from a residence street to a business street. Zipp v. Barker, Sup. Ct. App. Div., 40 N. Y. Supp. Reporter, 325.

ENCROACHMENT OF BUILDING.—Where a contract for the sale of real estate provides for a variance in the dimensions of the premises of one inch in width and depth, the purchaser will be re-

lieved from the contract if the building on the premises encroaches more than one inch on the adjoining premises. Steckler v. Godillot, City of N. Y. Court, 40 N. Y. Supp. Rep. 364.

BUILDING CONTRACT AND SECURITY BOND.—Where there is a sufficient reference in the bond given to secure the performance of a building contract, the reference makes all the stipulations of the contract a part of the bond, and they may be read together without a recital in the bond that the contract was a written one. Forst v. Leonard, Sup. Ct. Ala., 20 Southern Reporter, 587.

MATERIAL MAN:—The Supreme Court of California holds that one who agrees to furnish certain mantels, tiles and grates, and the appurtenances of same, for a building, and to deliver and set them in position, is a material man, and not an original contractor within the meaning of the mechanics' lien law of that state. Bennett v. Davis, 45 Pacific Reporter, 684.

MATERIAL MAN:—The same court also holds, a person contracting to furnish doors, sashes, blinds, etc., which he is manufacturing to order, he purchased ready made, is a material man only. Wilson v. Hind, 45 Pacific Reporter, 695.

ARCHITECTURE OF THE NINETEENTH CENTURY.

THE best that can be said of the architecture of the nineteenth century is that it has been an architecture of exceptionally learned, ingenious, and accomplished individualities. It has been an art of experiments which have failed, and of revivals which have been fruitless. These individualities, with their consciousness highly educated and trained, have been embarrassed rather than aided by their knowledge of the great achievements of the past. It does not seem to have occurred to them to appeal to the sympathies of the people by uttering their inspirations in the vulgar tongue, but they have labored with immense talent and ingenuity to interpret and apply dead languages. Their efforts have been reminiscent, excursive, and experimental. The architects have analyzed, theorized, disputed and argued. They have formed schools, conserving classic or romantic traditions—schools which have fallen apart, because progress has been found to be impossible on merely archæological lines. Many of the individualities developed under these conditions have been brilliant and powerful, and have had a great following of lesser men. As the century has advanced certain of these individualities have been inspired by nobler and loftier motives. The architecture of the century, because it has been nurtured in the same soil that produced the electric telegraph, the telephone, and all the other triumphs of industrial art, has exhibited a certain sporadic vitality, and, conscious of the universal energy, has occasionally thrown out mighty branches full of the possibilities of a great fruition; but, because it has not enjoyed the advantage of concentrated effort, it has not flowered as it flowered in the thirteenth and sixteenth centuries, still less as it flowered in the ages of Pericles and Augustus.—Henry Van Brunt in the February Atlantic.

BUSINESS MOSAICS.

Before you decide what plumbing to have in your new house call upon M. S. James, room 27 Flood Building, and examine what he has to show you in the way of bath tubs, kitchen sinks and the various appliances in this line for producing health and comfort in your dwelling. Mr. James is the Pacific Coast representative of The J. L. Mott Iron Works, established in 1828 and well known all over the United States as leader in improvements in the way of making your home comfortable.

Tommy—Paw, what is a designing villian? **MR. FIGG**—Oh, the description would apply to one of these carpenter architects about as well as anything.

Architects are well informed of the merits of the articles manufactured by the P. & B. Paraffine Paint Co., but it may be well to call the attention of those who are their own architects, and therefore perhaps not so well posted as to the merits of their paint, building paper and roofing, and assure them they cannot go wrong if they order what they want in that line from this reliable firm at 116 Battery street, San Francisco, Cal.

Magistrate—You're charged with stealing some diamond studs. Have you anything to say? **PRISONER**—Well, yer worship, the card on which was the studs was marked "collar studs," so I took it as an invitation an' did collar 'em.—London Fun.

Now that the season of hot weather is coming it is time to look at Hill's Patent Sliding Blinds; instead of being blind and going some place else call on Edward B. Hudes & Co., 411 Mission street and get the newest blind made.

Dunham, Carrigan & Hayden Co., 17-19 Beale St. An illustration of their American Sliding Door Hanger for which they claim unusual advantages is given upon page ix of this journal. The company also sell the Yale & Towne Manufacturing Co. celebrated Yale Locks. In this connection it may be interesting to know that originally this line of locks comprised but seven varieties now has expanded to embrace upwards of three hundred different locking devices, from a large front door lock to the smallest cabinet lock, and from a massive prison lock to a diminutive padlock.

"It is indeed hard," said the melancholy gentleman, "to lose one's relatives." "Hard?" snorted the gentleman of wealth; "hard? It is impossible."—Figaro.

In nothing is the house holder more apt to be imposed upon than in paint, therefore a few facts upon paint from a reliable source should be of great value; W. P. Fuller & Co. are competent to give the information upon this point, they say: To make perfect paint the material must be pure and finely ground and thoroughly mixed with heavy machinery. The Phoenix paint is made in this way.

Sarcastic BARBER (pausing in the mutilation)—Will you have a close shave, sir? **VICTIM**—(with a gasp)—If I get out of this chair alive, I shall certainly consider it such.—Omaha Bee.

George Goodman patentee and manufacturer of artificial stone in all its branches; this stone speaks for itself and is its own recommendation—307 Montgomery street, Nevada Block, San Francisco.

CITY BUILDING NEWS.

Baker near McAllister. Cottage; owner, Peter Schenkel; architect, J. L. Frank; contractor, R. Frost; signed, March 16; filed, March 18; cost \$3318.

Beal near Bryant. To build; owners, Hobbs, Wall & Co.; architect, T. J. Welsh; contractor, Pacific Refining and Roofing Co.; signed, March 19; filed, March 23; cost \$1050.

Bernard near Jones. To build; owner, Mrs. Susan Underwood; architect, C. M. Rousseau; contractor, W. R. Kenny; signed, March 20; filed, April 1; cost \$1050.

Bush and Battery. Alterations; owner, Lewis Meyerstein; architect, E. R. Swain; contractors, L. and E. Emanuel; signed, March 16; filed, March 19; cost \$2352.

Bush and Battery. Elevator; owner, Isabella Clark, et al; architect, E. R. Swain; contractor, W. L. Holman; signed, March 23; filed, April 2; cost \$2350.

Bryant Ave. Two-story frame; owner, W. Fairgrieve; architect, G. H. Batchelder; contractor J. Bucher; signed, April 6; filed, April 7; cost \$2300.

California near 3d Ave. To build; contractors, Petterson & Person; signed, March 23; filed, April 1; cost \$2150.

California Ave. near Virginia Ave. Two-story frame; owner, Mrs. W. Byrnes and Mrs. A. Byrnes; contractor, Alex. O. Brown; signed, April 2; filed, April 7; cost \$1800.

California and Leidesdorff. Addition and alteration; owner, Nathan Mayer, Baron Rothschild, et al; architects, Piesly & Moore; contractor, F. W. Kern; cost \$25,500. Stone work; contractor, J. D. McGilvray; cost \$3297. Plumbing, etc.; contractor, E. J. Duffey; cost \$3650. Electrical work; contractor, California Electric Works; \$1108. Heating, etc.; contractor, Geo. H. Tay & Co.; cost \$1620. Paving; contractor, J. St. Dennis & Co.; cost \$145.

California near Laguna. Additions and alterations; owner, R. J. Wilson; architect, W. J. Mathews; contractor, J. A. Smilie; signed, April 13; filed, April 14; cost \$2100.

Central Ave. near Waller. To build; owner, Edward J. Duffey; contractor, J. J. Mauseau; signed, March 28; filed, March 28; cost \$2944.

Devisadero near Post. Three-story frame; owner, W. C. Hays; contractor, B. R. Van Deusen; signed, April 3; filed, April 7; cost \$12,500.

Devisadero street. Three-story frame; owner, M. Block; contractor, H. P. Conrady; signed, April 8; filed, April 8; cost \$6650.

Eighth Ave. near C. To build; owner, R. H. Savory; contractors, Marcuse & Remmel; signed, March 23; filed, April 5; cost \$2000.

Eighteenth and Dolores. Heating and ventilating Works; owner, Board of Education; architect, C. I. Havens; contractors, Peck & Williamson Co.; signed, March 12; filed, March 19; cost \$9120.

Eleventh Ave. near J. Cottage; owner, Howard Hines; contractor, Ed. Cox; signed, April 10; filed, April 12; cost \$1380.

Fell near Fillmore. To build; owner, Mrs. C. L. Purlenky; architect, P. Schwerdt; contractors, Wilhelm & Taylor; signed, March 23; filed, March 25; cost \$3890.

Fell near Fillmore. Plumbing; owner, Mrs. C. L. Purlenky; architect, P. Schwerdt; contractors, Hughes Bros.; signed, March 26; filed, March 30; cost \$575.

- Fifth street, No. 438. Removal of building back new building in front; owner, Mr. Judson; day's work; cost \$4000.
- Elbert near Webster. Cottage; owner, John Marchi; architect, Jules Godart; contractor, C. M. Depew; filed, March 18; cost \$1698.
- Fremont near Mission. Two-story brick; owner, Thomas Breen; architect, D. C. Coleman; contractor, M. V. Brady; signed, March 20; filed, March 22; cost \$3977. Extension and concrete; contractor, J. Leonard; cost \$2500.
- Fifteenth Ave. near California. Cottage; owner, John McDonald; contractor, M. J. Scott; signed, March 22; filed, March 23; cost \$1050.
- Fulton near Masonic Ave. Two-story frame; owner, Margaret A. Martin; contractor, Chas. Mills; signed, March 11; filed, April 2; cost \$250.
- Fourth and Welsh. To build; owner, C. B. Rode; architect, C. M. Rousseau; contractor, R. J. Dwyer; signed, April 5; filed, April 6; cost \$3104.
- Gary near Larkin. Alterations and additions; owner, Esther Attell; architect, J. Townsend & Winkler; contractor, D. R. Perry; signed, March 22; filed, March 23; cost \$1000.
- Geary near Redford. To build; owner, John F. & Mattilda Kreimeyer; architect, R. H. White; contractors, Peterson & Person; signed, March 20; filed, April 1; cost \$1263.
- Geary near Fulton. To build; owner, G. J. Keller; architects, Mahoney & Ireland; contractor, C. Knecker; signed, March 22; filed, March 23; cost \$3400.
- Geary near Octavia. To build; owner, W. C. Miller; contractors, Sarcouda & Thompson; signed, March 22; filed, April 3; cost \$1235.
- Hart near Eleventh. To build; owner, Mary C. Collins; architect, D. C. Coleman; contractor, John F. Coleman; signed, March 20; filed, March 20; cost \$400.
- Hart near Fremont. Two-story brick; owner, Christian Fruehlich; architect, A. H. Sutton; contractor, Chas. Miller; signed, March 23; filed, March 26; cost \$400.
- Jackson and Taylor. Three-story frame; owner, D. V. Buckley; architect, B. J. Green; contractors, Mayer & Hughes; signed, April 3; filed, April 6; cost \$400.
- Lake near 21st Ave. Cottage; owner, Clothilda Capapa; architect, H. Hess; contractor, J. C. Gering; signed, March 27; filed, April 6; cost \$1610.
- Leguna near Bay. Two-story frame; owner, Joseph Hoene; contractor, C. Zander; signed, March 22; filed, March 16; cost \$1930.
- Larkin near Jackson. Plumbing, etc.; owner, W. Buchanan; architect, L. T. Stone; contractor, J. Dwyer; signed, March 23; filed, March 27; cost \$418. Carpentry, painting, etc.; contractor, F. Miller; signed, March 20; filed, March 20; cost \$200.
- Larkin near Jackson. Three-story frame; owner, Mrs. Nora Wallace; architects, Mahoney & Ireland; contractor, J. Taggart; signed, March 22; filed, March 24; cost \$4000.
- Larkin near Sacramento. Two-story frame; owner, Mrs. Sarah Potek; architect, Kuntzer & Barth; contractor, C. Schutt; signed, April 1; filed, April 13; cost \$3750.
- Lampert near Fillmore. Alterations and additions; owner, Michael McIntyre; architect, M. J. Welsh; contractor, R. Fahy; signed, April 9; filed, April 10; cost \$1032.
- Leavenworth near McAllister. One-story brick; owner, Mr. Grimm; contractor, H. Sutton; cost \$300.
- Liberty near Castro. Eight frame dwellings; owner and builder, F. Nealon; cost \$20,000.
- Lombard near Gough. Cottage and stable; owner, John Bazzini; architect, J. Godart; contractor, P. A. Fatacchi; signed, April 12; filed, April 12; cost \$407.
- Lyon and Grove. Three two-story dwellings; owner, F. Ruthland; contractor, C. Zwierein; signed, March 17; filed, March 18; cost about \$8000.
- Market and Third. Terra cotta, etc., for eight-story brick; owner, Phebe A. Hearst; architect, A. C. Schweinfurth; contractors, Glauding, McLean Co.; signed, March 11; filed, April 13; cost \$17,700. Roofing; contractor, Jas. Conlin; signed, April 10; filed, April 14; cost \$1175.
- Market and Third. Granite work; owner, Phebe A. Hearst; architect, A. C. Schweinfurth; contractor, Raymond Granite Co.; signed, March 17; filed, March 20; cost \$3325.
- Market and Third. Cast iron work; owner, Phebe A. Hearst; architect, A. C. Schweinfurth; contractor, Joshua Henry Machine Works; signed, Feb. 29; filed, March 17; cost \$3020.
- Market and Third. Plastering iron lathing, etc.; owner, Chas. Spreckels; architects, Reid Bros.; contractor, Thomas Mannix; signed, March 26; filed, April 9; cost \$10,983. First-story window frames, etc.; contractor, California Artistic Metal Works; signed, March 31; filed, April 8; cost \$12,530. Elevators; contractor, Crane Elevator Co.; signed, March 17; filed, March 27; cost \$32,250.
- Market and Third. Interior wood work, etc.; owner, Chas. Spreckels; architect, Reid Bros.; contractor, Carley Manufacturing Co.; signed, March 5; filed, March 20; cost \$86310. Steam heating; contractors, Montague & Co.; cost \$14,077. Marble and mosaic floors; contractor, Montague & Co.; cost \$15,373. Marble electric lighting; contractor, California Electric Works; cost \$15,373. Marble work; contractor, Raffino & Bannett; cost \$20,438. Plumbing; contractor, E. J. Duffy; cost \$22,410.
- Mima near Sixth. Alterations and additions; owner, Little Sisters' Infant Shelter; architect, Oliver Everett; contractors, Holm & Shelby; signed, March 30; filed, March 30; cost \$300.
- Market and Third. Concrete work, etc.; owner, Phebe A. Hearst; architect, A. C. Schweinfurth; contractor, Geo. Goodman; signed, March 31; filed, April 2; cost \$3700.
- Mission near 23d. Heating and ventilation; owner, Mission Lodge, Masonic Assn.; architects, Herman & Swain; contractor, W. Morgan & Co.; signed, April 6; filed, April 7; cost \$866.
- Mission near 23d. Brick and terra cotta work; owner, Mission Lodge; architect, Herman & Swain; contractors, Miller & Beck; signed, March 23; filed, March 23; cost \$855. Carpenter work; contractor, Thomas H. Day; signed, March 23; filed, March 23; cost \$3800. Plumbing, etc.; contractor, W. S. Snook & Son; signed, March 24; filed, March 24; cost \$1147.
- Nevada Ave. near Courtland Ave. Cottage; owner, J. Heyman; cost \$1200.
- Nineteenth Ave. near California. Alterations; owner, M. Barker; cost \$800.
- Nineteenth and Noe. To build; owner, Jos. H. Robinson; contractor, John Dwyer; signed, March 28; filed, March 29; cost \$1750.
- Ninth Ave. and Railway Ave. To build; owner, G. Reichstetter; architect, J. L. Frank; contractor, R. Frost; signed, April 8; filed, April 12; cost \$1057.
- Ocean Beach Boulevard. Additional story to villa; owner, R. H. Savary; contractors, Marcuse & Remmel; signed, March 23; filed, April 5; cost \$2000.
- Pacific Ave. and Broderick. Alterations; owner, Mrs. Clara E. Cunningham; architect, Clinton Day; contractor, C. Chisholm; signed, April 3; filed, April 6; cost \$2200.
- Powell near O'Farrell. Alterations and additions; owner, Mrs. Kenie Chabot; architect, M. J. Mathews; contractor, P. Malony; signed, April 5; filed, April 9; cost \$4075.
- Powell street No. 13. Alterations and additions; owner, Mrs. Charlotte Clark; architects, Havens & Toepke; contractor, Geo. H. Walker; signed, March 23; filed, March 24; cost \$1000.
- Pine near Lyon. Cottage; owner, Mrs. Annie Loughery; contractor, G. S. Gillespie; signed, April 5; filed, April 6; cost \$1350.
- Second Ave. near Clement. To build; owner, W. J. Kilday; architect, A. J. Barnett; contractor, Ed. Mooney; signed, April 8; filed, April 12; cost \$1500.
- Shrader near Beulah. To build; owner, Nellie E. Scott; contractor, W. W. Rednall; signed, April 8; filed, April 9; cost \$2612.
- Sixth Ave. near Pt. Lobos. To build; owner, C. B. de Pas; architect, E. Deplere; contractor, Ira W. Coburn; signed, April 7; filed, April 7; cost \$1400.
- Sixteenth near Castro. Alterations and additions; owner, C. W. Elchbaum; architects, Copeland & Pierce; contractor, J. J. Doering; signed, April 6; filed, April 10; cost \$1150.
- Stockton near Clay. Two-story brick; owner, Jas. Goetz; architect, T. J. Welsh; contractor, D. J. Brannan; signed, March 30; filed, April 1; cost \$1825. Carpentry work; contractor, A. L. Campbell; cost \$1934.
- Sutter near Jones. Electric elevator; owner, Henry Kohler; architect, H. Gall; contractor, Cahill & Hall Elevator Co.; signed, March 12; filed, March 12; cost \$3285.
- Sutter near Hyde. Elevator; owner, Dr. Julius Rosenstern; architects, Salfeld Kohlberg; contractor, W. L. Holman; signed, March 3; filed, March 12; cost \$2350.
- Tehama near 4th. To build; owner, Mrs. E. M. Dumont; architect, J. Godart; contractor, L. B. Perramont; cost \$1150.
- Twenty-first and Folsom. To build; owner, J. Schmidt; architect, H. Gelfuss; contractor, W. R. Jack; signed, April 2; filed, April 2; cost \$3300.
- Twenty-third near Douglass. Cottage; owner, J. C. Clark; builder, J. Hegman; cost \$1500.
- Twenty-third near Hoffman. Cottage; owner and builder, J. Hegman; cost \$2500.
- Twenty-third near Capp. To build; owner, Thos. F. Brannan; contractor, W. Helbing; cost \$2900.
- Twenty-fourth Ave. Lake. Additions; owner, F. Treichel; day's work; cost \$1000.
- Union and Laguna. Carpenter work; owner, Adolph Eisenbach; architects, Salfeld & Kohlberg; contractor, Jos. Bucher; cost \$7150. Plumbing; contractor, H. Williamson; cost \$1480. Concrete work; contractors, P. H. Goessel & L. M. Zimmerman; cost \$1625.
- Union near Webster. To build; owner, Mary Muir; architects, Mooser & Son; contractor, A. Guilbert; signed, April 7; filed, April 10; cost \$1540.
- Vallejo near Polk. Additions; owner, Golden Gate Land Co.; architect, H. Gelfuss; contractor, J. Schuler; signed, April 5; filed, April 6; cost \$1470.
- Valencia near 28th. To build; owner, Henry Hoffman; architect, J. McHenry; contractor, Jos. Kemp; cost \$3250.
- Van Ness Ave. and Clay. Iron fences, etc.; owner, Chas. Spreckels; architects, Reid Bros.; contractor, Winslow Bros. Co.; cost \$3150.
- Van Ness Ave. near Bay. Cottage; owner, Frank P. Endlich; architect, C. A. Meussdorffer; contractor, F. V. Steinman; cost \$1863.

The California Architect and Building News.

OFFICE, 408 CALIFORNIA STREET,

SAN FRANCISCO, CAL., U. S. A.

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NOW IN THE EIGHTEENTH YEAR.

OLIVER EVERETT, Secretary.

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IN ANOTHER column we publish an Amendment to the Mechanics' Lien Law of the State of California, that will be of interest to owners of real estate and all others connected with the building business.

This amendment was passed by the late legislature and approved March 27, 1897, and imposes additional obligations on those persons who are still enterprising enough to want to improve their real estate holdings.

The intention of the law is good, in endeavoring to make it compulsory on the part of the owner to give the public due notice of the date of the completion of contracts, in order that creditors shall have some certainty in filing their liens, that they have been filed within the statutory time limit.

There has often been serious question about the date of the actual completion of buildings, and if this law helps to determine that point it will be of material advantage to all who honestly desire to comply with the requirements of law, and not avail themselves of technicalities to defeat the plain intention of the law.

However the practical value of the amendment can only be ascertained by actual trial, when any defects that may exist will soon be brought to light. In the mean time owners should make themselves familiar with the new requirements, and not fail to make and file the proper notice of completion.



ENANTS on the site of the proposed Post-office building have been notified to vacate by June 8th, as work on the site will be commenced by the Government by the 1st of July.—*Examiner*.

In the same issue of that paper, but on another page will be found the following dispatch, directly contradictory of the above item:

WASHINGTON, May 9.—Owing to the resignation of Supervising Architect Aiken it is impossible to state just when work will be commenced on the San Francisco public building. Orders have been issued for the dismantling of the buildings now on this site, and plans are practically completed for the superstructure of the new building. Advertisements for bids for excavating will shortly be sent out, according to Chief Executive Officer Kemper of the Supervising Architect's office, and the contract will be awarded within a month after these bids are received. Owing to changes made in the Supervising Architect's office, however, it is impossible to state just when actual work will be commenced.

It is dollars to doughnuts that July 1st will come and go without a visible change in the situation.

The *Call* however, is already patting itself on the back at the prospect of the actual commencement of work on the foundations, as the result of its agitation.

Several years ago it was positively and authoritatively

stated that work would be begun on the "first day of March;" this is what leads us to think that possibly the *Call* is not out of the woods, and that it may yet have to acknowledge the truth of the old adage "there's many a slip twixt cup and lip."

AMENDMENT TO THE MECHANICS' LIEN LAW.

CHAPTER CXLI.—AN ACT TO AMEND SECTION ELEVEN HUNDRED AND EIGHTY-SEVEN OF THE CODE OF CIVIL PROCEDURE, CONCERNING THE FILING OF MECHANICS' LIENS.
[Approved March 27, 1897.]

THE people of the State of California, represented in Senate and Assembly, do enact as follows:

Section eleven hundred and eighty-seven of the Code of Civil Procedure is hereby amended so as to read as follows:

1187. The owner of any property on which labor has been performed, or for which materials have been furnished to be used in the construction, alteration, addition to, or repair, either in whole or in part, of any work, mentioned in section eleven hundred and eighty-three of this Code must, within ten days after the completion thereof or within forty days after cessation from labor upon any unfinished contract, or upon any unfinished building, improvement, or structure, or the alteration, addition to, or the repair thereof, file for record in the office of the County Recorder of the county, or city and county, in which such property or some part thereof is situated, a notice setting forth the date when such building, improvement, or structure, or the alteration, addition to, or repair thereof, was actually completed, or in case of cessation from labor for thirty days, the date on which such cessation actually occurred, and said notice shall also contain the name and the nature of the title of the person who caused the said building, improvement, or structure to be erected, or said alteration, addition to, or repair to be made, and also a description of the property sufficient for identification, and said notice must be verified by said owner or some other person in his behalf. In case any such owner neglect to file said notice as herein required, within the time herein required, then the said owner and all persons deraining title from him, and all persons claiming an interest in said property, shall be estopped in any proceedings brought to foreclose any mechanics' lien or liens, provided for in this chapter, from maintaining a defense therein based on the ground that said lien or liens have not been filed within the time provided in this chapter. Said notice, when so filed for record, must be recorded by the County Recorder with whom the same is filed for record, and the fee for recording the same shall be the sum of one dollar.

Every original contractor, at any time after the completion of his contract, and until the expiration of sixty days after the filing of said notice of completion or notice of cessation of labor by the owner, and every person, save the original contractor, claiming the benefit of this chapter, at any time after the completion of any building, improvement, or structure, or of the alteration, addition to, or repair thereof, and until the expiration of thirty days after the filing of said notice of completion or cessation, by said owner, or

within thirty days after the performance of any labor in a mining claim, must file for record with the County Recorder of the county, or city and county, in which such property or some part thereof is situated, a claim containing a statement of his demand, after deducting all just credits and offsets, with the name of the owner or reputed owner, if known, and also the name of the person by whom he was employed, or to whom he furnished the materials, with a statement of the terms, time given, and conditions of his contract, and also a description of the property to be charged with the lien, sufficient for identification, which claim must be verified by the oath of himself or some other person; *provided, however*, that in any event all claims of lien must be filed within ninety days after the completion of said building, improvement, or structure, or the alteration, addition to, or repair thereof. Any trivial imperfection in the said work, or in the construction of any building, improvement, or structure, or of the alteration, addition to, or repair thereof, shall not be deemed such a lack of completion as to prevent the filing of any lien; and in all cases the occupation or use of a building, improvement, or structure, by the owner, or his representative, or the acceptance by said owner or his agent of said building, improvement, or structure, and cessation from labor for thirty days upon any contract or upon any building, improvement, or structure, or the alteration, addition to, or repair thereof, shall be deemed equivalent to a completion thereof for all the purposes of this chapter.

HOUSING OF PEOPLE OF SMALL INCOMES.

No. 7.

BUILDING REGULATIONS—CONTINUED FROM FEBRUARY NUMBER.

II. TESTS.

THE plumber will test all of the soil, waste, drain, and vent pipes herein described, including branches, in the presence of an inspector of the department of buildings, and after due notice to the superintendent of buildings, by a pressure test; the pressure to be applied as directed by the inspector, and after all openings in the pipes have been securely closed by the plumber or other person in charge of the work. None of said pipes shall be covered until after they have stood the test to the satisfaction of the inspector.

III.—CESSPOOLS AND SEWERS.

No cesspools will be allowed where there is a well on the same or adjacent premises, without a special permit from the superintendent of buildings.

The will construct in at feet from the building, a cesspool by and deep, with inch walls, and bottom made absolutely watertight by means of The cesspool will be covered with and ventilated by

As soon as it is possible to connect above-mentioned house with a public sewer, the owner will have the cesspool emptied, cleaned, disinfected, and filled with fresh earth, and

have such connection made in the manner prescribed by the regulations of the superintendent of buildings.

PRIVATE SEWERS.

Where there is no public sewer in the street, and it is necessary to construct a private sewer to connect with a public sewer in an adjacent street or avenue, it must be laid outside the curb under the roadway of the street on which the houses front, and not through the yards or under the houses. Such sewer will be constructed in the following manner:

HOUSE SEWERS—EXCAVATION.

The will make the necessary excavation for the house sewer from the wall to the sewer in making a smooth bottom for each pipe, free from all projections of rock, and with the soil well rammed to prevent settling of the pipe.

HOUSE SEWER—EARTHENWARE.

[NOTE.—The laying of earthenware drainpipe for house sewers, in made or filled-in ground, is prohibited by the rules established by the superintendent of buildings. But where the soil consists of a natural bed of loam, sand or rock it is permitted, to be laid from outside the cellar, vault, or area wall to the street sewer, if laid in strict compliance with the following directions.]

The will make a separate connection for each building with the sewer by an earthenware pipe inches in diameter, hard and salt glazed, and not less than three-fourths of an inch thick, run at a uniform grade of not less than one-fourth inch per foot, extending the same to a point not less than two feet outside of the outer face of the front cellar, vault, or area wall, as the case may be. Every section will be bedded in cement at the hub. The ends of the pipe will be wetted before apply the cement, and the space between each hub and the small end of the next section will be completely and uniformly filled with the best quality of hydraulic cement, care being taken to prevent any cement being forced into the drain to become an obstruction. No tempered-up cement will be used. A straight edge will be used, and the different pipe sections laid in perfect line on the bottom and sides.

HOUSE SEWER—OR IRON.

Or the plumber will make a separate connection for each building with sewer in by inch extra heavy cast-iron pipe, run at a uniform grade of not less than one-fourth inch per foot, to a point just inside of the cellar, or vault wall, as the case may be.

The house sewer in each case will be connected to the street sewer at a point directly in front of the house for which it is laid.

Old sewers or house drains can be used for new buildings only when found by an inspector of the department of buildings, to conform in all respects to the regulations governing new sewers and drains. They will in each case be uncovered for examination by the

Notice will be sent to the superintendent of buildings when any sewer or drain pipe herein specified is ready for inspection; and it can be covered only after it has been examined and pronounced satisfactory by an inspector of the department of buildings. In filling the trench no stones will be placed in contact with the pipe, and the earth will be

thoroughly packed in without moving the pipe in the slightest degree or starting any of the joints.

IV.—HOUSE DRAIN.

The plumber will make a proper connection with the house sewer by extra heavy cast-iron pipe and set a inch extra heavy cast-iron running or half S-strap just inside of the front wall, with a hand-hold for cleaning, covered with a screw cap, properly fitted.

A fresh air inlet of extra heavy cast-iron pipe, not less than four inches in diameter, will be provided and properly connected with the house drain on the inlet side of the house trap, and extended up flush with the sidewalk near the street curb, and properly covered by a galvanized iron grating leaded into the flagstone; or extending to not less than fifteen feet from any door or window, and opening at least twelve inches above finished grade, with cap, bend, or grating.

The will build a box or manhole with cover about the drain trap, so as to make it readily accessible.

The plumber will continue the house drain of extra heavy cast-iron pipe inches in diameter, along the cellar wall or ceiling from trap to the point shown on the plan, giving it a uniform grade to the trap of not less than one-fourth inch per foot. The house drain must not be laid beneath the cellar floor, unless the locations of fixtures in the cellar or basement, or the drainage of yards, cellars, or areas requires it to be so laid. Make necessary changes in direction by carved pipes and all connections by V-branch pipes and one-eight or one-sixteenth bends. From the points shown on the plan, branch pipes of extra heavy cast-iron to be connected with the drain-pipe to receive the soil and waste pipes, the rain-water leader, and the connections from the area, cellar, and yard drains.

All of said branch pipes to be of the diameter hereinafter described and as shown on accompanying plan of cellar drainage.

Where hand-holes for cleaning are provided on the house drain or its branches or their traps, or on the house-drain trap, proper ferrules with screw covers will be used and made gas tight.

V.—SURFACE DRAINAGE, ETC.

All yards, cellars, areas, and light courts will be properly graded by the owner and drained as hereinafter specified. The traps for all such drains will be placed inside the cellar wall and made accessible.

Cellars will not be connected with the house drain unless absolutely necessary, dry cesspools being used where practicable. If connected to the house drain, running traps with cut-off valves and proper water supply will be provided for each connection, as follows:

The will build in each yard, cellar, area, and light court, where shown on plans, a brick cesspool or catch basin, by made water-tight if sewer connected, and the plumber will set over each a strainer and make connection therewith as specified.

Provide and set where shown on plans inch extra heavy cast-iron yard drain, connecting with house drain and trapped by inch running trap.

Provide and set where shown on plans inch area and light court drains, connecting with the house drain and trapped by inch running trap.

If found necessary to prevent dampness, the owner will

ventilates habitable rooms; and where they do not open otherwise to the external air, they must be ventilated by means of a separate shaft, not less than 3 square feet in area, to extend above the roof, and arrange for the admission of light and air at the top in like manner as the shafts for rooms.

WATER-CLOSETS, ETC.

No privy vault or cesspool shall be allowed, if water-closets can be connected with the street sewer. At least one water-closet shall be provided for each two families. The general privy accommodation shall not be placed in the cellar.

YARDS, AREAS, ETC.

Yards, areas, cellars, and light courts shall be properly graded and drained and flagged or concreted.

ALTERATIONS AND ADDITIONS.

No alteration in the light and ventilation of the premises for which this permit is granted shall be made, except upon the express written approval of the superintendent of buildings; nor shall any additional structure be erected upon the lot except upon such approval and a special permit.

Superintendent of Buildings.

TRANS-MISSISSIPPI EXPOSITION.

OMAHA, May.—A small army of men is now at work on the site of the Trans-Mississippi and International Exposition. Contracts call for the completion of grading within forty days. Meantime the plans of buildings will be perfected. Acting jointly, Walker & Kimball, supervising architects, and Manager Kirkendall of the Department of Building and Grounds, have awarded the buildings to the following named architects, who will prepare plans:

Agricultural—Cass Gilbert, St. Paul, Minn.

Art—Eames & Young, St. Louis.

Electricity and Machinery—Dwight Perkins, Chicago.

Mines and Mining—J. J. Humphrey, Denver, Colo.

Manufactures and Liberal Arts—S. S. Beeman, Chicago.

Spectatorium—Fisher & Laurie, Omaha.

The architects will begin work upon plans at once.

The most imposing feature of the exposition of 1898 is to be the mineral exhibit. It is proposed to set apart a portion of the grounds for this purpose under the designation of Eldorado, in which a silver palace is to be the central structure. The building as proposed by Mr. S. S. Beeman of Chicago, one of the architects of the World's Fair buildings, is to be about 450 feet square, and its title, "Silver Palace," signifies the character of the exhibit to be made in it. It is to be built of metal and silver plated.

It seems very appropriate to select a highly ornate Gothic style of architecture for this building, as this style lends itself readily, with its pinnacles, arches, flying buttresses and graceful and delicate forms, to the idea usually associated with silver art work. Milan cathedral has been referred to by the poet as "Frozen Music," and the sentiment is fully justified by the exquisite grace and lace-like effect of its forest of pinnacles, flying buttresses and statuary. It was

from this architectural fountain that the inspiration for the Silver Palace design was drawn.

If one can picture in his mind the fairy-like effect of silvered pinnacles, crockets and points presenting a forest of spires to the silver moon or the golden sun for their reflecting and dancing scintillations, a faint idea of the character and novelty of the possibilities of this beautiful idea can be had. It lies only in the province of the poet to adequately describe the bewildering beauties and glories of this Fairy Palace. Truly the possibilities of effects to be here realized are illimitable.

Generally speaking the plan of the building may be described as a perfect square, surrounded by open arcades and loggias at each story similar to the Venetian palaces. The corners are marked by octagonal towers, terminating with spires and pinnacles. These lower towers will each be 140 feet high.

The crowning glory of the palace will be the central lantern or spire, which will be 250 feet high and octagonal in form, and 100 feet in diameter. This lantern is located in the center of the palace, and is to be roofed with glass. Wide avenues will traverse the floor, at the intersection of which will be placed this lantern, access to which will be had by means of elevators. These avenues will be lofty and beautiful in their cathedral-like proportions and lightness. They are to be covered with glass. In the center of each of the four square courts will be a lantern, or dome covered with glass.

The possibilities of the electrical illuminations are inexhaustible, and colored and flickering lights may top the pinnacles and illuminate the crockets, and outline the graceful curves of the flying buttresses. It is proposed to house the various silver interests in this palace fully illustrating the silver idea from the mining and smelting to the illimitable ramifications of the arts, the industries and finance.—

The Omaha Daily Bee.

IN STREETS AND PAPERS.

I HEARD a capital story of a young architect the other day which introduced a rather novel incident on the well-worn subject of the mother-in-law, and showed that, at times architects have certain advantages over ordinary folk. This young man, it appears, had decided that the epoch in his existence had arrived at which he should take unto himself a wife. Preliminaries were arranged with the lady, and as a further step in advance a house was begun for the young couple at a point sufficiently remote from civilization to be agreeable and retired.

Everything went along swimmingly until the hard times struck these United States, and the young man found himself with a greater contact on his hands than his funds permitted. Not unnaturally, being his own client, work was gradually brought to a standstill on the mansion, until a solitary workman represented the architectural activity in that place that once had been such a hive of art and industry.

Meanwhile the marriage had been postponed from time to time on the very obvious grounds that the house was not yet finished; clearly, if the young people had no place to go to, marriage was out of the question. This went along for some time until Mama-in-law-that-was-to-be, who luckily resided



AFFILIATED COLLEGE BUILDINGS.
J. E. KRAFFT & MARTENS & COFFEY, ARCHT.